



City Of Rockville
Rockville, Maryland

REQUEST FOR PROPOSAL #29-16

Recreation and Parks Registration Software

Proposals Accepted until 3:00 P.M., Local Time,

THURSDAY, JUNE 9, 2016

Procurement Division
City of Rockville, City Hall
111 Maryland Avenue
Rockville, Maryland 20850
Phone: (240) 314-8430
Fax: (240) 314-8439

Any individual with a disability who would like to receive the information in this publication in another form may contact the ADA Coordinator at 240-314-8100, TDD 240-314-8137

MFD Outreach Program

It is the intent of the City of Rockville to increase opportunities for minority, female and disabled (MFD) owned businesses to compete effectively at supplying goods, equipment, and services to the City, within the constraints of statutory purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and MFD enhancements to this solicitation's requirements for possible consideration and/or inclusion in future solicitations are encouraged.

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**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL # 29-16
RECREATION AND PARKS REGISTRATION SOFTWARE**

SECTION I: PROJECT AND GENERAL SUBMITTAL INFORMATION SUMMARY

Sealed proposals addressed to the City of Rockville, Maryland (the "City") to provide a Registration Software solution for the City's Recreation and Parks Department will be received at Rockville City Hall, Procurement Division, 2nd floor, Attention: Pat Ryan, CPPB, Principal Buyer, 111 Maryland Avenue, Rockville, Maryland 20850 until **THURSDAY, JUNE 9, 2016 by 3:00PM, local time**. No proposals will be accepted after that time.

1.01 RECEIPT AND HANDLING OF PROPOSALS

The Vendor assumes full responsibility for the timely delivery of the proposal to the designated location. Proposals delivered to any other office or location will not be considered.

In accordance with Chapter 17 of the City's Purchasing Ordinance, competitive sealed proposals are not publicly opened or otherwise handled so as to permit disclosure of the identity of any Vendor or the contents of any proposal to competing Vendors during the evaluation process. The proposals, except for information identified by the Vendor as proprietary, shall be open for public inspection after the contract award.

1.02 PURPOSE

The objective of this Request for Proposal (RFP) is to solicit proposals to provide Rockville Recreation & Parks (the City) with a fully developed and previously implemented Registration and Scheduling System for its recreation and scheduling activities. This System is also expected to provide customers with "online access" to complete transactions. The City expects to develop a professional, long-term, collaborative relationship with the selected vendor for this solution.

The City believes that packaged solutions exist that can meet its core business requirements for this system. Given this premise, the City expects to make minimal modifications to the selected package. The intent of this strategy is to minimize vendor costs, expedite implementation, and ensure that the City will be able to take advantage of future upgrades.

1.03 SUBMITTAL OF QUESTIONS

Prospective Vendors are requested to submit any questions no later than **Friday, May 20, 2016 by 5:00PM (local time)** to Pat Ryan, CPPB, Principal Buyer, via e-mail at pryan@rockvillemd.gov. Mark subject line or cover page or envelope: **"Questions on RFP #29-16, "RECREATION AND PARKS REGISTRATION SOFTWARE."**

1.04 PROPOSAL SUBMITTAL

One (1) original and eight (8) copies of the proposal marked **“RFP #29-16, RECREATION AND PARKS REGISTRATION SOFTWARE”** shall be submitted in a sealed envelope. These must be submitted to and received no later than **3:00PM (local time) on THURSDAY, JUNE 9, 2016** by the Procurement Division, 2nd Floor, City Hall, 111 Maryland Avenue, Rockville, MD 20850, Attn: Pat Ryan, CPPB, Principal Buyer. See Section VIII for additional Proposal Submittal requirements.

1.05 AWARD

Award will be made to the qualified Vendor obtaining the highest weighted score combining technical qualifications and price. Additional information regarding award criteria can be found in Section VII, Evaluation and Award, of this document.

1.06 CONTRACT

The successful Vendor may be required to complete a two-party standard form of contract. A sample contract (Attachment E1 and/or Attachment E2) is attached for your reference. See Section 9.1 for additional information regarding contracts.

1.07 NOTICE TO VENDORS

“Pursuant to 7-201 et seq of the Corporations and Associations Article of the Annotated Code of Maryland, corporations not incorporated in the State shall be registered with the State Department of Assessments and Taxation, 301 West Preston Street, Baltimore, MD 21201 before doing any interstate or foreign business in this State. Before doing any intrastate business in this State, a foreign corporation shall qualify with the Department of Assessments and Taxation.” Vendors must supply with their proposals their US Treasury Department Employer’s Identification Number as such number is shown on their Employer’s Quarterly Federal Tax Return (US Treasury Department Form No. 941). Companies located outside Maryland should call 1-410-767-1006, or e-mail: charterhelp@dat.state.md.us.

1.08 QUALIFICATIONS TO CONTRACT WITH PUBLIC BODY

Vendors must be qualified to submit Proposals in the State in accordance with Section 16-202(a) of the State Finance and Procurement Article of the Annotated Code of Maryland which ordains that any person convicted of bribery (upon acts committed after July 1, 1977) in furtherance of obtaining a contract from the State or any subdivision of the State of Maryland shall be disqualified from entering into a contract with the City.

1.09 EXPENSES ASSOCIATED WITH RESPONSE

The City will not be responsible for any expenses incurred by a Vendor in preparing and submitting a proposal. All proposals shall provide a straightforward, concise delineation of the Vendor’s capabilities to satisfy the requirements of this request. Emphasis should be on completeness and clarity of content.

1.10 ENVIRONMENTAL IMPACT

It is the intent of the City of Rockville to purchase goods, equipment, and services having the least adverse environmental impact, within the constraints of its codified purchasing requirements, departmental needs, availability, and sound economical considerations. Suggested changes and environmental enhancements for possible inclusion in future revisions of this specification are encouraged.

1.11 REJECTION OF PROPOSALS

The City reserves the right to reject any or all proposals in part or in full and to waive any technicalities or informalities as may best serve the interests of the City.

1.12 DISABILITY INFORMATION

Any individuals with disabilities who would like to receive the information in this document in another form may contact the ADA Coordinator at (240) 314-8100; TDD (240) 314-8137.

*****END OF SECTION I*****

SECTION II: KEY DATES SUMMARY SHEET

The City intends to adhere to the schedule listed below as closely as possible, but reserves the right to modify the schedule in the best interest of the City as required.

RFP Title:	RECREATION AND PARKS REGISTRATION SOFTWARE
RFP Number:	RFP #29-16
RFP Issue Date:	Wednesday, May 11, 2016
Deadline for Questions:	Friday, May 20, 2016 by 5:00PM (local time)
Send questions to:	Pat Ryan, Principal Buyer pryan@rockvillemd.gov Phone: (240) 314-8434
Responses to Written Questions (and any Addendum, if applicable)	On or before Thursday, May 26, 2016, 5:00P.M.
Sealed Proposals shall be submitted to:	City of Rockville Attn: Procurement Division, 2 nd floor 111 Maryland Avenue Rockville, MD 20850
Proposal Due Date and Time:	THURSDAY, JUNE 9, 2016 by 3:00PM (local time)

2.01 PRELIMINARY PROJECT SCHEDULE

The implementation of this project will be planned and recorded with a Project Schedule. The Project Schedule will break down, in detail, the time (working days or completion date) involved in performing major activities for the duration of the project. The Project Schedule shall be used for the coordination and monitoring of major work under the contract including the activities of subcontractors, vendors and suppliers. The schedule shall be consistent with the contract specified completion date(s) and/or working days. The Vendor is responsible for preparing the initial Project Schedule.

At any time that it becomes apparent the schedule, created as above and approved by the Project Manager, is not being implemented, either because the work or service is ahead or behind schedule, the Vendor shall immediately notify the Project Manager and shall submit a revised, written, updated Project Schedule for the Project Manager's review, revision and approval. The vendor shall make every effort to meet the original completion date and/or working days allowed unless otherwise so directed by the Project Manager.

These dates are estimates and are subject to change by the City.

Event	Date & Time *
Contracts Signed/Notice to Proceed Issued	June 30, 2016
Process Begins/Kick off meeting with Vendor	
Project Schedule	
(include roles & responsibilities)	
Software System Fully Operational	By June 1, 2017

*** Time is of the essence. Using the tentative dates above for Contract Signed/Notice to Proceed Issued and Software System Fully Operational, please provide dates for the remainder items. Include this in response to Section 6.1.5 (last sentence).**

*****END OF SECTION II*****



**CITY OF ROCKVILLE
ROCKVILLE, MARYLAND**

**REQUEST FOR PROPOSAL #29-16
Recreation and Parks Registration Software**

SECTION III: SCOPE OF WORK AND REQUIRED SERVICES

3.01 BACKGROUND INFORMATION

The City of Rockville is the third largest city in Maryland with a population of approximately 62,000 residents and approximately 25,000 households. Rockville is regarded as one of America's leading small cities for work, for play, and for life. It is the vibrant, highly educated, business-friendly home to some of the nation's and the world's most prominent biomed and technology companies and is adjacent to the Nation's Capital, Washington, D.C.

The Department of Recreation and Parks provides high quality recreation and education programming and facilities for Rockville residents and non-residents of all ages; supportive programs, services, and resources for at-risk and disadvantaged youth and families; and stewardship, maintenance, and management of all City parkland, open space, and facilities. The department administers the City's diverse menu of recreation programming, including youth and adult sports leagues, after school programs, and summer camps, among many other offerings. The department manages all City community and specialty centers— including the Rockville Senior Center and the Swim and Fitness Center— and produces City-wide special events, such as Hometown Holidays, the Rockville Independence Day Celebration, and the weekly Farmers Market. Recreation and Parks maintains over 1,000 acres of park, open, and right-of-way space in the community, as well as 37 athletic fields.

For general information about the City, visit the City's web site at <http://www.rockvillemd.gov/>. For information regarding Recreation and Parks <http://rockvillemd.gov/recreation> .

3.02 RECREATION AND PARKS VOLUME OVERVIEW

Annually, Recreation & Parks processes activity registration and billing for over 70,000 transactions/interactions and tracks over \$6 Million in Program Registration revenue through our existing registration system.

3.03 STATEMENT OF WORK OVERVIEW

The City of Rockville, Maryland (the "City") is seeking an experienced Vendor (may be referred to as "Vendor" or "Proposer" or "Offeror" or "Contractor" or "Entity"), to provide Rockville Recreation and Parks (the City) with a fully developed and previously implemented Registration and Scheduling System for its recreation and parks activity management.

3.04 CURRENT ACTIVITY REGISTRATION SYSTEM

The current Activity Registration System is Class, provided by Active Network. The current database is SQL 2008 environment, with online and client server program registration modules in use.

The current Activity Registration System interfaces with the City's CGI Advantage financial system. The new system will need to be customer-driven and interface with both CGI and the City's SQL 2008 environment.

The existing system has 200 user accounts with a variety of system access levels. There are approximately 8 users with system administrator privileges who utilize the system at differing times and days of the week. We believe a minimum of a **300 concurrent user license** agreement would be adequate. This estimate may need to be adjusted based on how concurrent use is defined in your system.

3.05 FEE SCHEDULE

Please see **Attachment “A”** for pricing itemization.

Vendors must itemize the unit and extended price for each product and service proposed as part of the proposed solution. Cost information must include all expected implementation and operating costs, both one-time and ongoing. Specific model numbers, quantities and capacities should be included. Information about license sizes must be provided. Vendors should describe and quote optional components (including query tools, report writers, etc.) as individual and separate items. Any upgrade to the base system needed for optional components must be included in the cost of those components (defined in Attachment A – Fee Schedule).

In addition to the breakdown of costs described above, the City of Rockville would like to have a quoted hourly rate for professional services that may be required to complete our project, but were not anticipated and included in this RFP. The quoted rate(s) is expected to be applied for the duration of the project (as described herein). They should include, but are not limited to: training, project management, programmer/analyst, and technical support analyst.

Included within your cost proposal, please attach a proposed payment schedule. With each date and amount, explain why those particulars were chosen. The City, as a public jurisdiction, is able to provide milestone payments but is not able to provide advance payments.

3.06 SYSTEM EMPLMENTATION

3.06.1 Data Conversion

The City intends to convert limited number of the historical customer data to implement the new system. Types of records to be converted into the new RSS include:

- a. Account Information for approximately 2400 rental facility customers
- b. Balance Forwards (including credits)
- c. Two years of full activity history including registration, rental, and adjustments

Describe the data conversion tool(s) and processes you propose to use to efficiently convert this data from the current RSS application to the proposed system.

3.06.2 Project Implementation and Training Plan

The vendor shall include a typical timeline with this proposal including major milestones for tasks and subtasks, dates and both vendor and customer resources. **A Project plan for the implementation timeline will be required.** The plan should adhere to any pertinent milestone dates in the RFP Schedule in Section 2.1.

Include a description of your overall approach to each of the following task areas (if applicable):

- a. System installation
- b. System configuration

- c. Data conversion
- d. Training [A sample of training materials & documentation should be included]
- e. Test planning and execution
- f. System interface design and support
- g. System roll-out, procedures, and support

3.06.3 Project Management Methodology

The City has learned that a successful implementation requires a solid project management methodology. Please describe your current project management methodology and include samples of the following project management deliverables used in your process:

- a. Status Reports
- b. Change Management Plan
- c. Communication Plan
- d. Risk Management Plan
- e. Resume / Experience of Project Manager and key project team members

3.07 ANY AGREEMENT REQUIRED BY NEW SERVICE PROVIDER

In the event an Offeror requires an agreement(s)/document(s) to be signed as a result of this solicitation, such item(s) MUST be returned with the Offeror's Proposal. The inclusion of terms and conditions that conflict with State Law and/or City Rules may be cause for the Proposal to be disqualified. The City's Contract (Attachment E1) will prevail in the event of any inconsistency between the Offeror's document(s) and the City of Rockville Contract. Likewise, the City reserves the right to negotiate such document(s) if that is in its best interest, such negotiation may include a City of Rockville Standard Contract Addendum (Attachment E2) to be attached to an Offeror agreement(s)/document(s).

*****END OF SECTION III*****

SECTION IV: CITY'S CURRENT TECHNICAL ENVIRONMENT

This section documents the technical environment and support metrics in use by the City of Rockville and requests information from the vendor that is to be provided in accordance with the instructions contained in Section 1. It is expected that all proposed solutions will be hosted by the vendor and will operate within the technical environment described below.

4.01 NETWORK ARCHITECTURE

The City's data infrastructure is a managed TCP/IP network with Gigabit Ethernet Switched architecture over fiber between geographically dispersed buildings and remote locations. The City's core network connects to multiple locations via privately owned fiber optic cable.

4.02 CLIENT ARCHITECTURE

4.02.01 Hardware Requirement

The City of Rockville uses Dell desktops and laptop PCs. The minimum existing workstation is a Dell Optiplex 7010 Mini Tower, 3rd Gen Intel Core i7-3770 processor (8MB, 3.4GHz with HD4000 graphics). The City of Rockville uses Dell or HP monitors of various sizes, ranging from 19 – 27 inches.

For Desktops and Laptops: Windows 7 Professional 32-bit and/or 64 bit operating system with Microsoft Office 2013.

4.02.02 Web Browser Requirement

Internet Explorer 11 with additional support for the latest Firefox, Safari and Chrome if compatible with applications.

4.03 SECURITY

Minimum Security Requirements for applications:

- a. HTTPS and SSL encryption must be enabled for all traffic between Web server and users.
- b. There must be authentication and session management to prevent attackers from compromising passwords, keys, session tokens, and any efforts to assume the identities of the other users.
- c. There must be Input validation against Cross Site Scripting and SQL Injection attack.
- d. It is critical that sensitive data (credit/debit card or bank account number) must be encrypted when stored or transmitted.
- e. The Point of Sale component of this solution must meet Payment Card Industry – Data Security Standard (PCI DSS) version 3.1 requirements and any future DSS PCI standard .
- f. The application must support wildcard SSL certificates.

4.04 THIRD PARTY SUPPORT ACCESS

The City currently provides two methods of secured remote network access: Cisco Any Connect VPN and NetMotion Mobility VPN.

The VPN solution is utilized by vendors and contract employees that need access to servers and network infrastructure components.

The City prefers:

- a. All applications be compatible and able to perform to Service Level Agreement (SLA) defined metrics within our current infrastructure.
- b. Response from the vendor service desk to non-emergency calls within four hours and a response to critical calls (delay in work or loss of data due to system failure) within 1 hour.

4.05 REGULATORY POLICIES

All applications should comply with:

- a. Department of Justice's **Section 508** of the Disabilities Act

*****END OF SECTION IV*****

SECTION V: TECHNICAL AND FUNCTIONAL REQUIREMENTS

The matrices on the following pages identify the technical and functional needs that the proposed system should meet and provide the required format for vendor responses. Vendors must provide an answer for every requirement. If the requirement does not pertain to the proposal being submitted, "N/A" must be placed in the requirement.

Use this key to determine which code to place in each of the requirement matrices below.

Matrix Column	Description
Solution Functional Requirements	This column presents desired functionality, technical, and interface capability.
Code	3 - System can completely meet this requirement with no custom code and no additional expense. For example, this code should be used when the requirement can be met by populating a table or modifying a screen so long as these tables or screen changes would not affect system update.
	2 - System can meet requirement with minor code modifications with no impact on future releases. Modifications are placed in production by the implementation date with no additional cost for modification; the modification becomes part of the next system release.
	1 - System will not meet requirement and will require modification(s). Testing and production of modifications will be in place prior to implementation date; however, the customer will assume a cost above the basic system cost for future updates.
	0 - System will not meet requirement, and modification in time for implementation is not possible.
	N/A – The requirement does not apply to the proposal
Comments	<p>In this column, please provide additional information about your responses. In particular, we want to know:</p> <p>If your description includes any features that are not part of the base system package.</p> <p>If your response includes uses of third party software, ad-hoc query tools, "creative" use of exiting features, or custom modifications</p> <p><i>Although costs are requested in a separate section, please provide a realistic dollar estimate if there is additional cost associated with your solution, and whether that cost is due to additional software purchase or modification work.</i></p>

The vendor will also provide a technical architecture diagram(s) documenting the key components of the solution and their inter-relationships.

The vendor will document any exceptions to the requirements and compatibility stated in the Technical Environment section.

Below Section to be completed for All Solutions (regardless of On-Premise or Hosted)

#	Solution Requirements	Code	Comments or Additional Information
	General		
T-1	Application can be modified and enhanced to meet the City's business requirements while still maintaining vendor support.		
T-2	User configurable menus, fields and screens.		
T-3	Multiple security/limited view levels that include group, role-based or user access (view, modify, report) .		
T-4	Granularity exists in user security (i.e. page, table, field level).		
T-5	User access can be integrated with Microsoft Active Directory.		
T-6	Application provides for application and data integration via methods such as Web Services, REST.		
T-7	Ability to import/export data in a variety of formats e.g. Excel, XML.		
T-8	Does your product integrate with Microsoft Office e.g. export to Excel, Word, Exchange.		
T-9	Ability for users to execute standard reports.		
T-10	Ability for user to create ad-hoc queries and reports with the ability to save these for future use.		
T-11	Solution includes on-line help, user manuals, installation procedures, configuration and maintenance procedures, and operations manuals.		
T-12	Vendor publishes a hot fix and upgrade schedule.		
T-13	Vendor provides support for software/service accessible 7 days a week, 6am – 10pm Eastern Standard Time.		
T-14	Are customers in production with the solution that you have proposed? If so, how many.		

Below section to be completed if the proposed solution is On-Premise (i.e. solution resides at the city)

#	Solution Requirements	Code	Comments or Additional Information
	Servers and Operating System		
T-15	Support for Microsoft Windows Operating System 2012		
T-16	Number of Virtual Servers Required		
T-17	Operating System(s) with Version #		
T-18	Recommended drive space requirements		
T-19	Recommended RAM (GB)		
T-20	Recommended # Processors (and Speed if Physical)		
T-21	Pre-requisite configuration and software to be installed on Operating System, if any		
	Relational Database Management System		
T-22	Support for Microsoft SQL Server 2012 or MS SQL Server 2008 R2		
T-23	Estimated database size requirements		
T-24	Specific database configuration requirements, if any		

Below Section to be filled out if proposed solution is hosted by vendor (i.e. Software as a Service)

#	Solution Requirements	Code	Comments or Additional Information
T-25	Is your environment Single or Multi-Tenant? If multi-tenant, how do you ensure segregation of client data?		
T-26	Do you publish a standard Service Level Agreement?		
T-27	What is your application availability as a percentage?		
T-28	Does the hosting environment have access to backup power when primary power goes out of service?		
T-29	How often do you test the backup power to ensure it is working properly?		

5.01 Activity Records Requirements

#	Solution Requirements	Code	Comments or Additional Information
AR-1	<p>Activity data fields are to include all of the following elements:</p> <ul style="list-style-type: none"> • Activity number (Course Number) • Activity name • Season • Category • Sub-Category • Instructor • Location – Parent/Child • Staff Supervisor • Activity Status • Start and End Date • Start Date and time for resident, non-resident and member registration • Minimum and maximum age by year • Minimum and maximum age by month • Minimum and maximum enrollment levels • Prerequisite activity • Text areas for catalog, receipt notes, and internal staff notes, supply lists • Calculation and storage of all session dates, times, and hours • Multiple activity fees per activity by defined criteria • Class Descriptions for Parent and Child activities (i.e. one description for overall day camp, and one description for each individual week of camp.) • Scholarship Information 		
AR-2	The software supports entry of all data elements defining an activity.		
AR-3	Define recreation activities by season (i.e. trimester or annual)		
AR-4	Assign user-defined categories and sub-categories to recreation activities.		
AR-5	Indicate level of proficiency necessary for participation in recreation activities.		
AR-6	Assign a location including building and room in which a recreational activity will meet.		
AR-7	Track clients waiting for a specific class or		

#	Solution Requirements	Code	Comments or Additional Information
	activity (wait lists)		
AR-8	Ability to provide priority registration for returning clients to the same activity in different seasons/sessions.		
AR-9	Provide the ability to batch roll over programs.		
AR-10	Assign the time of day and day of the week recreational activities are to meet.		
AR-11	Automatically indicate next client on the wait list of oversubscribed classes in the event of a cancellation or refund request by another client.		
AR-12	Maintain a description of all classes/activities offered.		
AR-13	The system will denote each activity that has a waiting list for easy identification when viewing an activity list.		
AR-14	Allow the transfer of clients from one section, class or activity to another with similar or different fees.		
AR-15	Provide the capability to manually override/adjust any registration requirement or limit.		
AR-16	Identify activities that do not meet minimum registration limits and provide a mechanism to easily cancel the activity from the same screen.		
AR-17	Provide an "instant" registration allowing for real time client registration and confirmation/receipt emailing or printing.		
AR-18	The software will automatically calculate all session meeting dates and generate a complete list of all dates, total session meetings and total session hours.		
AR-19	Special notes; prompts; may be assigned to individual activities, a special enrollment notes screen will automatically appear during any enrollment in this activity.		
AR-20	A participant can be enrolled in multiple activities without having to reselect or re-input the participant's name each time.		
AR-21	A browse list of activities in alphabetical order would display multiple field information from the courses.		
AR-22	The software must support the batch advance of participants to the next age and/or grade level as a function of the system.		
AR-23	System allows new enrollment, refunds,		

#	Solution Requirements	Code	Comments or Additional Information
	adjustments, scholarships, transfers, wait list entries, credits (refundable and non-refundable) and voids.		
AR-24	The software must accommodate skip days assigned to individual activities in addition to the skip days assigned globally.		
AR-25	Software allows for “retiring” of enrollment data and rosters at the end of a season to allow for easy setup of the software to handle the upcoming season. Retired data is stored in a historical file, and is accessible for marketing purpose. (Retiring should not be done automatically).		
AR-26	Software will allow for registration of participants into activities offered in multiple seasons at the same time, such as registration in both late Summer and early Fall programs. Software does not require one season to be closed before starting another allowing simultaneous operation of multiple seasons.		
AR-27	Software operates simultaneously with and shares data with the Internet registration module to allow customers to register themselves into activities via the web.		
AR-28	When interfacing with league scheduling, the activity registration module can accept enrollments into team sports activities and automatically add players onto a league scheduling team roster.		
AR-29	When interfacing with facility reservation module, the activity registration module will automatically calculate all activity session meeting dates and allow facilities to be scheduled and reserved as new activities are entered.		
AR-30	System includes a designated function that is specific to group or mass registration, allowing a large number to be registered quickly.		
AR-31	System will allow one person to purchase programs at different price points. For example; an adult can purchase 3 adult tickets at \$74 each and 2 children tickets at \$47 each for facility admission.		
AR-32	Multiple instructors can be assigned to each activity.		
AR-33	Software automatically checks and notifies the operator if there is a conflict with the		

#	Solution Requirements	Code	Comments or Additional Information
	attempt to enroll a participant into an activity.		
AR-34	<p>System tracks all of the following instructor information:</p> <ul style="list-style-type: none"> • Instructor Last Name • Instructor First Name • Address • Multiple Phone number(s) and email • Indication of whether phone numbers can be released to students • Instructor ID number • Instructors skills • Instructor's attributes; i.e.: certificates, awards, etc. • Default type of payment, including fixed fee, percentage, or variable fee • Link to instructor professional services agreement in Document Management System. 		
AR-35	<p>System will be able to track multiple waivers per registration, including:</p> <ul style="list-style-type: none"> • Waiver of Liability • Photo Release waiver <p>Scanned copies of waivers, or verification of electronic signature for online waivers, can be attached to each registration. Waiver status can be modified after the registration is completed.</p>		
AR-36	System will be capable of capturing data via custom forms (i.e. child information forms for camp programs, etc.). Custom forms can be developed by system administrators.		

5.02 Client Records

#	Solution Requirements	Code	Comments or Additional Information
CR-1	Participant data fields include all of the following: <ul style="list-style-type: none"> • First name • Last name • Middle Initial • Address • Multiple fields for phone numbers including area code • Birthdate and auto-calculated age • Residency status integrated with city GIS to automatically validate entry • Gender • Participant ID number • Family or household ID number • Denotation of head of household • Customer balance • Customer/Account Type • Text notes • Email address(s) • Participant photograph • Email Communication Opt-Out 		
CR-2	Software allows search on multiple fields including the use of wildcard character(s).		
CR-3	Track participant records by individual, organization and household.		
CR-4	Software is able to use GIS or other mapping tool to verify a customer's residency status.		
CR-5	System should have waivers with date range of when waiver has expired.		
CR-6	Maintain participant liability waiver/release history.		
CR-7	Maintain participant history of classes and check against any prerequisites for registration		
CR-8	Maintain participant photo waiver/release history.		
CR-9	Maintain a participant history file with relevant medical history information within the HIPPA laws.		
CR-10	Provide additional fields for recording demographic information on participants.		
CR-11	Maintain a participant history file with		

#	Solution Requirements	Code	Comments or Additional Information
	emergency contact including name, telephone number, and relation to client.		
CR-12	Search for participants through use of bar code/magnetic stripe scan from ID card.		
CR-13	Allow storage of multiple addresses for a client.		
CR-14	Support categorization of participant addresses (i.e. mailing addresses, mother's address, work address, etc.)		
CR-15	Allow special discounts for frequent or special category participants.		
CR-16	Ability to apply payment to someone else's account. Third-party payment.		
CR-17	Ability for client to create account online in real time.		

5.03 Desktop Publishing/Activity Promotion

#	Solution Requirements	Code	Comments or Additional Information
DP-1	<p>Provide the ability to custom-generate a report using embedded InDesign Markup Language tags, including:</p> <ul style="list-style-type: none"> • Activity and Course Title • Activity and Course Description • Course Number • Start and End Date • Start and End Time • Days of Week • Location (Facility and/or Room) • Direct URL for course registration • Instructor Name and profile • Instructor Credentials <p>Export should be to a text file, and have the ability to be customized.</p>		
DP-2	<p>Software will export activity data into a file for use with a desktop publishing program for the production of an activity guide, course catalog, or activity flyers.</p>		
DP-3	<p>Provide the ability to export email addresses by account type (family, business, league contact), including:</p> <ul style="list-style-type: none"> • Email Address • Last Name • First Name • Account ID Number <p>The export should be to a CSV file. The export should be able to be filtered by any type of data captured in the system.</p>		

5.04 Financial Processing

#	Solution Requirements	Code	Comments or Additional Information
FP-1	Flag accounts with problems, (i.e. missing records, balances due, etc.)		
FP-2	Multiple transactions can be combined to a single receipt, such as combining a new enrollment, a refund, and a transfer onto a single receipt to meet overall POS needs.		
FP-3	Allows for multiple customization of receipt format. Different sites have different receipt formatting needs.		
FP-4	Software allows designated fields to be mandatory to fill out.		
FP-5	Provide the ability to reprint current receipts, and to easily search historical receipts and reprint or email them.		
FP-6	Provide the ability to email receipts.		
FP-7	Software must support the assignment of an multiple fees for each activity and the ability to assign each fee to a different revenue account.		
FP-8	Software can interface to and automatically trigger a cash drawer and a receipt printer.		
FP-9	Software can maintain an audit log of automatic and manual cash drawer operations.		
FP-10	Software will produce customer invoices.		
FP-11	Software automatically calculates the cost of activities as participants enroll including calculating pro-rated fees for missed sessions. These fees may be overridden with proper security/authorization.		
FP-12	Software allows deposit to be accepted for activities, including partial payment at the time of enrollment and later collection of the remaining balance.		
FP-13	If a partial payment is received, software will allow and automatically create a payment plan for the customer. Payment plan can be manually overridden.		
FP-14	Interface with accounts receivable and the general ledger system to allow data exchange in both directions.		
FP-15	A customer account management and accounts receivable system is included to track customer balances and provide reports for all payments coming due or		

#	Solution Requirements	Code	Comments or Additional Information
	past due.		
FP-16	Prompt the user when over-or underpayment occurs.		
FP-17	System will track and record deposits from activities, memberships, rentals and leagues.		
FP-18	Prepare periodic billing for activities, rentals and memberships with balances.		
FP-19	Integrated credit card processing with EMV standards.		
FP-20	Print client payment history.		
FP-21	Allow billings to be split between individuals and/or group.		
FP-22	Allow for refund processing of activity registrations, rental league, memberships, and deposits.		
FP-23	Allow both refundable and non-refundable credits on client's account.		
FP-24	Able to create, generate and track scholarships, family discounts, variable discounts, etc.		
FP-25	The software must allow for entry of rental charge data into a facility rental price list. The price list will be used automatically to price charge new reservations, including hourly charges and deposits. New charges include fees for deposits, rental, customer type, facility use type, scaled fees, group size, date/time of use, and appropriate facility charges.		
FP-26	Software must track revenue by room/facility or other user-defined subset.		
FP-27	Facility rental prices list allows unique charges for each facility and variable charges based on customer types such as resident, non-resident, profit, non-profit. Software will allow entry of multiple customer types.		
FP-28	Facility rental prices list entries to include identification and handling of deposits. The system will automatically generate a list of deposits to be refunded unless withheld for damage or other reasons.		
FP-29	Software able to generate multiple taxes and also process tax exempt.		
FP-30	Software must track income and revenue for each module's package type, broken down by individual fee charged, adjustments, and net revenue.		

#	Solution Requirements	Code	Comments or Additional Information
FP-31	System is independent of the payment processor.		
FP-32	System is able to apply multiple GL accounts to any POS, activity, rental, membership or league.		
FP-33	Set up of an unearned/deferred revenue account is required.		
FP-34	System should be configurable to limit the number of users who can flag GL accounts as taxable or non-taxable.		
FP-35	Auditors should be able to trace every transaction back to its source within the system.		
FP-36	System should have a method for converting outstanding balances from the old system to the new (unearned revenue, receivables outstanding, NSF's, credit card in process, etc.)		
FP-37	Ability for Accounting divisions within Finance to have read-only access to account/master data setup.		
FP-38	Invoice search fields include but are not limited to: dollar amount, customer number/account, customer name, account type, account number, street address, invoice date, transactional group (a configurable field for the purpose of distinguishing functional groups within the City). Ability to configure those invoice search fields by transactional group.		
FP-39	Override auditing when a completed transaction needs to be modified. A report that details all overrides over a user-defined period of time (by user, terminal, date transaction overridden). Optional configuration to require high security level users to override transactions.		
FP-40	System needs to interface to/from multiple existing systems at the detailed transaction level, including but not limited to CGI Advantage, (AR/GL exports, refunds. Update frequencies between systems will be nightly.		
FP-41	"End of day" button or automated process that ensures transactions for the day are reset or committed and cannot be modified by cashiers (with option to reset per terminal, location, by user, or any combination thereof).		

#	Solution Requirements	Code	Comments or Additional Information
FP-42	Check endorsement, receipt, credit card swiping devices, credit card “dipping” functionality.		
FP-43	Software is compatible with new EMV terminal chip and pin/chip and sign technology.		
FP-44	CVV or PIN credit card data is not retained once a transaction is complete.		
FP-45	Software is compatible with printers capable of franking checks with “Electronically Represented”.		
FP-46	The system can issue refunds electronically for any type of payment that originated with the system (deposits, etc.)		
FP-47	If a refund is issued electronically, the system knows if the credit card used for the original payment has expired. Approved staff can go into the system to provide options to change refund type from original payment type to alternate refund type for credit cards only and tracks reason for change (i.e. Card cancelled, stolen, disabled w/comments).		
FP-48	Sensitive customer data (bank card, bank account number, customer’s name and other identifying information) can be protected by restricting access to the data.		
FP-49	For one-time transactions, the 16 digit credit card number and expiration date will be retained for 30 days. Only the last 4 digits of the credit card number will be retained after 30 days.		
FP-50	System may still record transactions when the network is down and upload transactions and confirm valid bank cards once the network is back up.		
FP-51	System shall accommodate cash basis, modified-accrual, and other accounting methods.		
FP-52	System should incorporate Generally Accepted Accounting Principles (GAAP), as it relates to Governmental Standards, in all modules. This includes, but is not limited to, internal controls, audit trail, revenue tracking, etc.		
FP-53	Software is compatible with printers capable of endorsing checks.		
FP-54	Authorized users are able to run end of		

#	Solution Requirements	Code	Comments or Additional Information
	day deposit reports for each terminal.		
FP-55	Chart of Accounts set up must allow for a minimum of 15 characters for accounting lines.		

5.05 Facility Reservations

#	Solution Requirements	Code	Comments or Additional Information
FR-1	<p>Facility data fields are to include all of the following elements:</p> <ul style="list-style-type: none"> • Facility Code/ID • Facility Name • Center/Complex • Address • Day and evening phone • Staff supervisor • Facility type • Area default usage type (hourly or daily) • Opening and closing times Overlapping facilities and facility attributes • Text facility notes • Facility and field “skip dates” • Default Use permit disclaimer • Custom contract form to use • Minimum reservation time, in minutes • Denotation of whether facility is open 24 hours per day • Alternate contact • Alternate contact information (telephone number(s)) • Closure information (holidays, maintenance, etc.) 		
FR-2	Software allows entry and management of multiple centers, facility types, and facilities. Software can search for facilities based on any one or combination of parameters.		
FR-3	The software will automatically accept field and facility reservations as new league schedules are created, without requiring any duplicate or additional entry. Software will also allow the League Scheduling module to access field and facility reservation data so that it will create new schedules and “schedule around” any field dates and times already reserved or already in use.		
FR-4	The software must accommodate individual skip days for each Center and Facility in addition to those days assigned globally.		
FR-5	Software able to provide security level restriction for booking facilities.		
FR-6	Software allows for user definable periodic		

#	Solution Requirements	Code	Comments or Additional Information
	retirement of old reservation data. Retired data is stored permanently in a historical file, and is accessible for marketing purposes.		
FR-7	Software will allow reservations to be processed for up to 3 years in the future.		
FR-8	The software allows for the tracking of equipment inventory within each facility, center, and across facilities and centers.		
FR-9	Facility reservations may be entered by the staff person that has access to that center or facility.		
FR-10	Any staff with the appropriate access, may enter a facility reservation.		
FR-11	Software to produce a facility statistics report, with all of the following elements: <ul style="list-style-type: none"> • Center name • Facility type • Facility name • Total days available • Total hours available • Total days reserved • Total hours reserved • Usage percentage by day • Usage percentage by hour • Attendance/participation • Breakdown by usage type (activity, rental, league, administrative booking, etc.) • Revenue by usage type 		
FR-12	Software allows for default charges to be entered for facility types and customer types. Charges can also be designated for individual facilities.		
FR-13	Software enables all of the following: <ul style="list-style-type: none"> • Entry of new reservations • Generation of permit contracts • Generation of payment receipts • Prevention of facility double booking • Book a rental at a time a program has space reserved • Generation of customer set-up forms 		
FR-14	Software allows multiple facilities to be rented by a single customer in one step, without requiring multiple permits or duplicate data entry.		

#	Solution Requirements	Code	Comments or Additional Information
FR-15	Software provides a user-configurable on-screen scheduling calendar, which displays existing reservations and allows “point and click” selection (via mouse) of new dates and times to reserve.		
FR-16	On-screen scheduling calendar is user-configurable by view by day, by week, or by month at a glance. Time increments in the scheduling calendar may be set as low as 5 minute increments up to 2 hour increments.		
FR-17	Software handles 24 hours, overnight, and multiple day reservations.		
FR-18	Software allows searching for unique keywords within specific facilities, such as searching meeting rooms by also being able to specify that the desired room must have a cable TV hookup.		
FR-19	Software will search and display for multi-day or multi-facility reservations.		
FR-20	The software will allow attachment of one or more user-definable Condition of Use text boxes along with each reservation that is processed. The disclaimer text will appear on permit contracts which are produced.		
FR-21	The software will allow reservations to be processed for individuals, companies or both. If a company is used, the software will allow entry of contact persons.		
FR-22	Software to track event name and number of person attending for each reservation. After the reservation is completed, the event name is displayed in the scheduling calendar.		
FR-23	Software to allow entry and storage of standard set-up instructions, which can be individually stored and customized for each type of facility. When a reservation is processed, the software will allow attachment of standard setup instructions, and also allow entry of specialized or custom set-up instructions.		
FR-24	Software to notify a user or participant if there is a conflict with the time attempted to reserve.		
FR-25	Software must produce reservation permit contracts on demand or printed in batches.		
FR-26	Software allows reservation permit contracts to be emailed and printed as PDF files.		

#	Solution Requirements	Code	Comments or Additional Information
FR-27	Software allows reservation inquiry by person, organization, company or facility name, and provides printed reports or on-screen review of all reservations.		
FR-28	Software produces a reservation master report, including all of the following options and data elements: <ul style="list-style-type: none"> • All reservations for a specific center • All reservations for a specific facility; meeting room or ball field • All reservations for a specific date range • All reservations for a specific customer • Combinations of the above 		
FR-29	Software produces graphical usage calendars, in monthly, weekly, and daily format. These calendars can be printed or viewed on-screen. Usage calendars should include reservations, activities, leagues, and administrative bookings.		
FR-30	Software to produce a facility event set-up report for the maintenance staff, which includes all facility use for a selected date range, and includes set-up instructions.		
FR-31	Software allows existing permit contracts to be recalled for editing and changes.		
FR-32	Software will eliminate charges associated with an individual reservation due to rain-out but maintain the reservation on the facility calendar.		
FR-33	Software allows the creation of a light-schedule table integrated with the scheduling program. When a facility reservation is entered which is subject to the light schedule, then the system will automatically charge for appropriate light fees.		
FR-34	System should allow for accounting separation of damage deposit and down payments. The two are often handled differently and it would be easier to track.		
FR-35	Software allows existing permit contracts to be sorted by event date or chronologically.		

5.06 General

#	Solution Requirements	Code	Comments or Additional Information
GN-1	Proposed software is currently installed and operating at other customer locations in the United States with the proposed modules and configurations.		
GN-2	Facility reservation software will generate league scheduling based on existing field usage and reservations to ensure there are no conflicts.		
GN-3	All software modules may operate independently but have the ability to share common data for participants, and companies with the other software modules.		
GN-4	Ability to generate Ad-hoc reports through use of queries on the fields of the screen.		
GN-5	A printed user manual must be provided with the software in addition to online context sensitive help.		
GN-6	Software allows entry of global skip days, such as Christmas day. These skip days will apply to all software modules but may be overridden manually with proper security/authorization.		
GN-7	Software offers security features to grant/deny access to software functions for each user to the menu level. System provides user definable security supporting the restriction of access to system functions at the screen and function level.		
GN-8	Information included in common data files, such as address; telephone number, etc. can be updated, changed, or deleted entirely from within each individual software module. This information can also be updated without entering any of the software modules through the use of account or client module.		
GN-9	The software allows entry of a table that includes all pertinent zip or postal codes, and the corresponding city. During enrollment, the staff may enter a participant zip code, and the software will pre-fill the corresponding city name automatically. This table must be used by all software modules used in the system for this type of information.		
GN-10	System provides test and or training environment to sample data to		

#	Solution Requirements	Code	Comments or Additional Information
	demonstrate the functions available and aid in learning the new system.		
GN-11	Software can operate individually, or operate simultaneously and share data with “companion” software modules to provide an integrated solution.		
GN-12	System must have mechanism to list staff and instructors.		
GN-13	System peripheral devices are as small and quiet as possible (e.g., receipt printers, cameras, card printers).		
GN-14	System can require passwords to be changed at least every 90 days.		
GN-15	System is set up to allow for dashboard functionality that is easy to set up.		
GN-16	System is able to utilize a variety of social media outlets for marketing.		
GN-17	Mechanism is place to transfer credits and outstanding balance from old system to the new system.		
GN-18	System is able to set up email reminders for a determined time for programs, personal trainer, tennis or tee times, etc.		
GN-19	System must be compatible with PC based cameras and membership card printers.		

5.07 League Scheduling

#	Solution Requirements	Code	Comments or Additional Information
LS-1	The software must accommodate individual skip days for each league schedules in addition to those skip days defined globally.		
LS-2	Software to track categories, such as softball, and allow multiple schedules to be produced for each category.		
LS-3	Software to track team data, including team name, manager name and address, and any time restrictions when teams cannot play.		
LS-4	Software must be capable of creating schedules without relying on pre-existing scheduling templates.		
LS-5	Software must be able to read data on existing fields reservations, and create new schedules around any times currently reserved. If a time is reserved the software must attempt to schedule the next available time that day or the next game day if the time exceeds the hours of operation for the facility.		
LS-6	After a schedule is produced, the software will automatically create field reservations in the facility reservation module without duplicate data entry.		
LS-7	Software must be capable of producing schedules based upon a user-specified number of round robins and a user-specified number of weeks.		
LS-8	Software must allow the user to specify the number of times per week a team will play up to the maximum number identified game days per week. The software will then use this information in scheduling the league.		
LS-9	Software must use time restrictions entered for each team to prevent automatic scheduling of games during these restricted time slots. However, the system must include a mechanism for manually overriding these restrictions with proper security/authorization.		
LS-10	Software must allow the user definition of multiple time-slots for each play day of the week, such as 6, 7, 8 and 9PM on Monday evenings.		
LS-11	Software must be capable of automatically scheduling dissimilar times on different and		

#	Solution Requirements	Code	Comments or Additional Information
	multiple days of the week, such as only 7pm on Mondays, but also 1, 2, 3 or 4pm on Saturdays.		
LS-12	Software must be capable of automatically scheduling double headers and bi's.		
LS-13	Software to create schedules for as few as 3 and up to 99 teams.		
LS-14	If double headers have been specified, the software must allow the user to choose whether or not to schedule the double headers back to back.		
LS-15	Software must automatically balance schedules, and offer the following balancing methods: <ul style="list-style-type: none"> • Balance time slots evenly for each team. • Balance time slots evenly for each team, with no time slot gaps. • Balance sites/fields assignments evenly. • Balance sites/fields assignments evenly, with no time slot gaps. • Balance sites and time slots evenly for each team. 		
LS-16	Software must be capable of creating schedules using a single field or multiple fields.		
LS-17	When automatically creating a schedule, the software must identify conflicts that cannot be resolved by the system. The user must then be permitted to manually resolve the scheduling conflicts.		
LS-18	The software must include an on-screen customization feature, which displays the entire schedule and all pairings, and allows the user to make changes to existing schedules. If changes are made, the software must automatically detect and prevent corruption of the schedules such as double scheduling of games and double scheduling of fields.		
LS-19	The software must allow scheduling of umpires/referees automatically but make it possible for the user with the appropriate access to manually override any assignments.		
LS-20	Software uses an algorithm-based scheduling method.		
LS-21	Software to produce all of the following reports:		

#	Solution Requirements	Code	Comments or Additional Information
	<ul style="list-style-type: none"> • Numbered pairing schedule • Team name pairing schedule • Individual team schedule • Game distribution report • Site distribution report • Time distribution report • Team vs. Team distribution report • League ranking report • League box scores report 		
LS-22	Software must track scores and standings, allowing entry of scores after games have been completed.		
LS-23	The software must accommodate scheduling track and field events.		
LS-24	<p>Activities can be designated as team sports, such as soccer. When identified as a team sport activity, the software will:</p> <ul style="list-style-type: none"> • Automatically track player and team names during the enrollment process • Track the maximum number of players per team and prevent over-enrollment • Automatically assign players to teams if desired by staff • Produce activity rosters that are sorted in order by teams and players • Allow manual override of team assignments • Allow players to be transferred between teams • Allow user to select team/school/coach preference • Ask for T-shirt Size (or similar) field customizable 		
LS-25	Software must have a mechanism to generate suspensions for teams or individuals.		
LS-26	Software must allow user-definable scoring methods in addition to the standard scoring methods. An example would be awarding points for sportsmanship.		
LS-27	System must allow for referees, coaches and team members to access information about their team, league, practice and game schedules, playoffs, etc.		
LS-28	System must allow for online display of team, league, practice, and game schedules, playoffs, standings, etc.		

5.08 Mailing Lists

#	Solution Requirements	Code	Comments or Additional Information
ML-1	Software supports the creation and tracking of an unlimited number of mailing lists.		
ML-2	Mailing labels and email lists can be produced for any individual or combination of rosters.		
ML-3	Mailing labels and email lists can be produced for all or groups of instructors.		
ML-4	<p>Mailing labels and email lists can be generated to capture:</p> <ul style="list-style-type: none"> • Participants • Specific city or combination • Specific zip code or combination • Resident or non-resident status • Age • User Group • Season • Gender • Specific activity or combination • Last registration date • Activity wait list status • Combinations of above 		
ML-5	The system must provide a mechanism for individuals to opt out from all mailing lists, while still retaining an email address in the system.		
ML-6	Software must allow an unlimited number of mailing lists to be associated with a facility, registration, membership or league scheduling.		
ML-7	<p>Software must allow mailing lists to be exported to a comma-delimited format with the following fields:</p> <ul style="list-style-type: none"> • Last Name • First Name • Email Address • Participant ID Number • Mailing List Name • User-definable field(s) <p>Export must be compatible with ConstantContact or other export tool.</p>		
ML-8	Mailing list functionality (i.e. ability to access email functionality, etc.) must be able to be restricted based on user security permissions.		

5.09 Master Records

#	Solution Requirements	Code	Comments or Additional Information
MR-1	Maintain a master listing of all facilities available for class activities including a description, address and directions.		
MR-2	Maintain a master list of all rooms within a facility including occupancy limits and description of room.		
MR-3	Maintain a master listing of instructor profiles including address, telephone, and certifications/qualifications.		
MR-4	Maintain a master listing of all participants and family account information.		
MR-5	Maintain a master listing of all leagues and teams.		
MR-6	Maintain a master listing of all memberships.		
MR-7	Maintain a master listing of classes/activities including detailed descriptions.		
MR-8	Ability to revise notes, comment, etc. for each activity by season.		
MR-9	Ability to update/revise master listings seasonally for any circumstances related to that season.		

5.10 Membership

#	Solution Requirements	Code	Comments or Additional Information
M-1	Membership data fields are to include all of the following elements: <ul style="list-style-type: none"> • Membership package number • Membership package name • Variety of membership package fees • Discount • Maximum number of uses • Daily pass ID • Package Description 		
M-2	Software allows memberships to be renewed using the same/prior pass numbers Software supports use of existing membership cards and barcodes without re-issue, front desk or online.		
M-3	When card is scanned it records the visit and brings up a picture of the cardholder, so identity can be verified.		
M-4	Software shows credits and refunds of memberships.		
M-5	Software handles sales of daily passes		
M-6	Software allows pass numbers to be assigned to a customer either at the time of sale or at a later time.		
M-7	Software allows multiple memberships on a single card.		
M-8	Software supports use of bar code scanning.		
M-9	Software supports manual keyboard input member information in case of scanner failure.		
M-10	Software is compatible with creating membership cards with barcodes, using equipment that is either in place or optionally available.		
M-11	Software is capable of interfacing with identification card production systems.		
M-12	When the bar code reader scans a membership card, it automatically verifies the card to be valid and updates the member's attendance record.		
M-13	Software produces a visual and audio warning if a scanned membership card is invalid.		

#	Solution Requirements	Code	Comments or Additional Information
M-14	Software supports single membership for family on multiple cards. For each member their visit would be recorded regardless of the card used against the single membership.		
M-15	Membership module able to interface with future access control systems to unlock doors to certain area (staff specified) when ID card barcode is scanned (ex: gate kicker)		

5.11 Point of Sale

#	Solution Requirements	Code	Comments or Additional Information
POS-1	Software has the ability to calculate and track customer balances, accept customer payments on account.		
POS-2	Software has the ability to post adjustments to a customer's account balance.		
POS-3	Software allows collection of payments by cash, check, credit card, gift certificate, or from account if the customer has a credit balance.		
POS-4	Ability to make purchase at online POS without creating an account. Access for non-client transactions; i.e.: donations, facility daily admissions		
POS-5	Incomplete payments can be accepted including "split" payments with part from different tender, part from account, etc.		
POS-6	System is able to apply multiple GL account to any POS button.		
POS-7	System is able to configure shortcut/function keys on screen that map to specific transaction types and business rule for processing.		
POS-8	System allows online payment of services; currently due and advance payment, 24/7/365; and payments posted the interfaced system as a completed transaction.		
POS-9	POS functionality will include mobile application integration and meet all current PCI, NFC (near field communication) technology (i.e., Apple pay or Google wallet) and EMV standards.		
POS-10	Credit card reader allows customer to enter their email address if they prefer to have their receipt emailed to them.		
POS-11	System has the ability to map long GL codes to "Speedy Codes" that allow user to enter a shortcut code that represent a single, full GL code.		
POS-12	POS buttons and associated functionality are configurable per terminal and other functional groupings.		
POS-13	Software allows offline transaction when network is down, to automatically upload when network is back up.		

5.12 On Screen Viewing

#	Solution Requirements	Code	Comments or Additional Information
SV-1	Provide on-screen viewing for historical record of client registrations and financial information.		
SV-2	Provide on-screen viewing of course descriptions.		
SV-3	Provide on-screen viewing of instructor profile information.		
SV-4	Provide on-screen viewing of multiple activities simultaneously.		
SV-5	Provide on-screen viewing of historical record of any transaction previously generated.		
SV-6	Provide on-screen view of participation reports/statistics.		
SV-7	Provide on-screen viewing of reports, including financial reports.		
SV-8	Ability to query on screen and view results.		
SV-9	Provide on-screen viewing of transaction receipt records.		
SV-10	Provide on-screen viewing of class/activity rosters.		
SV-11	User definable sort order for online viewing of class/activity lists.		
SV-12	During enrollment, the receipt number is displayed on screen for recording on customer's check even if the receipt is not printed.		
SV-13	All reports may be printed and/or viewed on-screen. If viewed on-screen, a zoom feature is provided to enable closer examination of the report.		
SV-14	Software allows inquiry by participant's name, and on screen review of all registered activities current and historic and the current balance of the participant's account.		

5.13 Reports/Printing

#	Solution Requirements	Code	Comments or Additional Information
RP-1	Software produces enrollment receipts either on demand or in printed batches.		
RP-2	Print instructor profiles.		
RP-3	Print equipment lists.		
RP-4	Print all standard reports saved in the system.		
RP-5	Print special instructions and comments.		
RP-6	Print adhoc on-screen query results.		
RP-7	Print wait list reports.		
RP-8	Print activity attendance sheets.		
RP-9	Print client payment history.		
RP-10	Print facility location descriptions.		
RP-11	Print program schedules by day, week or month.		
RP-12	System includes a built-in financial report engine common to all modules that allows the export of financial data to an external accounting system at least once per day.		
RP-13	Provide for customized agency logos to be printed on forms and reports without the use of pre-printed forms.		
RP-14	Print or view activity/section rosters.		
RP-15	Print or view activity program descriptions.		
RP-16	Software is able to produce receipt printing based on user defined criteria.		
RP-17	Able to print receipts and reports on plain/standard paper.		
RP-18	Provide the ability to print month-end and season/quarter/trimester summary of financial records.		
RP-19	Provide the ability to print season/quarter/trimester end summary of activity participation.		
RP-20	Software is able to produce batch printing of client mailing lists based on user defined criteria.		
RP-21	User definition of titles/footers on forms		
RP-22	Print program, league, facility and membership fee matrices.		
RP-23	Software produces net revenue reports, including a summary or detail format, and sorted by facility, center, or revenue account.		
RP-24	Software allows rosters to be sorted and printed by a variety of queries from data fields.		
RP-25	Software produces attendance sheets that		

#	Solution Requirements	Code	Comments or Additional Information
	include actual session meeting date(s) and a capability to sign in and sign out.		
RP-26	Software produces rosters, including all of the following options and data elements: <ul style="list-style-type: none"> • Range of activity numbers • Specific revenue account, category, instructor, or supervisor • Activities starting within a specific date range • Detail or summary roster formats. • Printed rosters, or mailing labels for participants on a roster • Inclusion/exclusion by enrollment type, such as wait list, etc. 		
RP-27	Software will produce and print wait list conVendorations.		
RP-28	Text to include on receipts, vouchers, and wait list confirmations is user definable.		
RP-29	Software will produce and print all the following "End of Day" reports: <ul style="list-style-type: none"> • Net Revenue by summary, by revenue account • Receipt payment report, listing all receipts processed, payment type, and totals • Payment distribution summary, showing all payment distributions • Account transfer report, showing funds flow among revenue accounts • Financial summary for "at a glance" executive review 		
RP-30	Software produces monthly and yearly reports similar to the End of Day reports.		
RP-31	Daily, monthly, and yearly reports can be specified by date range, starting and ending receipt numbers and starting and ending gift certificate numbers, etc.		
RP-32	Software produces summary and detail income, expense, and net revenue reports. Each of these reports can be sorted by activity, location, season (quarter/trimester), category (program area) or revenue account.		
RP-33	Software produces refund report, showing all refunds for a specified date range.		
RP-34	Software produces reports of all deposits coming due.		
RP-35	Software produces registration trend reports by user-defined criteria (i.e. 5-year		

#	Solution Requirements	Code	Comments or Additional Information
	registration trend data for summer day camps for a specific date).		
RP-36	<p>Software produces all of the following activity reports:</p> <ul style="list-style-type: none"> • Master report listing all activities, descriptions, dates, times, etc. • Report listing all activities and all text descriptions, notes, etc. • Under minimum enrollment report • Over Maximum enrollment report • Full activity report • Activity totals and statistics (registered, attended, historical comparisons) • Facility usage by activities and sessions report • Participants by school, age, area, city, zip code, etc. • Resident and non-resident participation • Duplicated and unduplicated participation • Online vs front desk registration 		
RP-37	Print cash transaction report and receipts.		
RP-38	Print refund vouchers.		
RP-39	Print over/under payment report.		
RP-40	Print general ledger summary.		
RP-41	Compile and report statistics on types of and number of participants/clients.		
RP-42	Compile and report statistics on the number of registrants.		
RP-43	Compile and report statistics on the number and types of activities per session.		
RP-44	Display statistics using graphics representations (i.e., pie charts, bar graphs).		
RP-45	Software produces reports, by activity, for income, expenses, and net revenues.		
RP-46	Facilities module allows reporting rain-out occurrences.		
RP-47	<p>Software will produce all of the following membership package reports:</p> <ul style="list-style-type: none"> • Basic report on packages, showing package ID, name and sales level • Text report on each package, showing package description • Sales report by package, including income, refund and net revenue totals. • Voucher report by package, including refund information 		
RP-48	Software produces reports of membership rosters of each membership packages.		

#	Solution Requirements	Code	Comments or Additional Information
RP-49	Software produces membership and program renewal and non-renewal reports.		
RP-50	Software produces membership usage reports.		
RP-51	Software produces population and demographics reports.		
RP-52	Software produces daily activity report.		
RP-53	Software produces credit card expiration report.		
RP-54	Software produces income reports by membership package.		
RP-55	Software allows end users and/or system administrators (via role based permissions) to create custom reports for use by defined system users.		
RP-56	Provide a sample of every report the system produces.		
RP-57	Compile and report statistics on the revenue generated within a given time period by site, program, GL account, etc.		
RP-58	System has a scheduler that allows reports and exports to be scheduled automatically and emailed to one or more individual or group email accounts.		
RP-59	Detailed report about transaction history over a user-defined time period.		
RP-60	Graphical display of busy and slow times of the day, by terminal.		
RP-61	Software produces a refund report showing all refunds for a specified date range, center, or facility.		
RP-62	Users can export the reports they are authorized to use to Excel.		
RP-63	Receipts can be printed from the computer to a standard printer (8.5 x 11 paper) in lieu of a specific receipt printing device.		
RP-64	Software to allow for management of and produce reports for all overlapping facilities, such as soccer field grassy area that overlaps the outfield area of a ballfield.		
RP-65	Software to produce reports of all centers, facility types, and individual facilities.		
RP-66	Software will produce an instructor payment history report.		

5.14 Web Access

#	Solution Requirements	Code	Comments or Additional Information
WA-1	<p>Web access registration must perform all functions as an operator assisted registration. This includes but is not limited to the following:</p> <ul style="list-style-type: none"> • Enforcement of all constraints • Gathering information required for specific activities • Interfaces with other modules for automatic update of information based on the function performed. • Creation of client account • Completion of transaction with option to print waivers, confirmations and receipts • Online acknowledgement / signature for waiver 		
WA-2	Software must utilize the information contained in the activity records to dynamically populate web pages for use in web-based activity registration.		
WA-3	Software must be capable of displaying an activity and its corresponding description through direct entry of the activity number or by use of a hyperlink menu system.		
WA-4	The software must dynamically utilize a hyperlink menu system based on the activities and categories in the activity registration system.		
WA-5	The software must accommodate linking directly to a parent and/or child activity, an activity type, activities occurring at a specific facility, or activities returned as part of a search.		
WA-6	<p>The software must include a search capability to query different aspects of the website and return hyperlink results for easy navigation based on the search results. Search capability must allow users to query courses based on one or more of the following criteria:</p> <ul style="list-style-type: none"> • Location • Date • Time • Participant Age • Program Cost • Category • Keyword <p>Keyword searches must query entire parent and child activity title and description, and not be character limited.</p>		
WA-7	The software must include search analytics,		

#	Solution Requirements	Code	Comments or Additional Information
	allowing system administrators to evaluate commonly used search terminology.		
WA-8	The software must be Google Analytics enabled, and be capable of recording a campaign code.		
WA-9	The software must allow system administrators to edit style sheets and templates.		
WA-10	The software must allow dynamic display of images associated with courses and facilities.		
WA-11	All dynamically created pages must be capable of easily incorporating user defined information while maintaining their dynamic nature. Example: Changing the standard heading, title, or footer information while the page content is dynamically generated.		
WA-12	The software must be capable of handling an unlimited number of simultaneous internet connections.		
WA-13	The software must be capable of simultaneous participant registration on different internet connections.		
WA-14	The software must accept and verify credit card payments and issue receipts.		
WA-15	The system must utilize secure connections for accepting and transmitting all participant information.		
WA-16	The software must provide the same functionality and security when accessed from any of the current versions of Microsoft Internet Explorer, Google Chrome, or Firefox.		
WA-17	The software must dynamically generate web pages based on information contained in the facility scheduling records.		
WA-18	The software must process facility booking application and mark the facility occupied pending approval/denial of the responsible staff member.		
WA-19	The system must allow facilities, courses, memberships, leagues, etc., to be marked unavailable for web access or booking.		
WA-20	The software must provide internal mechanisms for protections against unauthorized access to website information.		
WA-21	The software must allow the inclusion of user generated web pages.		
WA-22	Software must meet PCI requirements.		
WA-23	Software must allow non-client account POS transactions.		
WA-24	Software must interface with current City's financial system.		

#	Solution Requirements	Code	Comments or Additional Information
WA-25	The software must be responsive to different screen sizes and be fully functional on mobile devices.		

SECTION VI: PROPOSAL FORMAT AND REQUIRED CONTENT

6.1 Proposals shall include the following parts:

6.1.1 TITLE PAGE. The Proposal should begin with a title page bearing the name and address of the Vendor and the name and number of this RFP.

6.1.2 IDENTIFICATION OF CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS. If applicable, information the vendor claims to be confidential, proprietary commercial information or trade secrets shall be identified after the Title Page and before the Table of Contents in the Vendor's Proposal. This information, along with any claim of confidential financial information, should also be disclosed. The Vendor must include an explanation for each individual claim of confidentiality.

6.1.3 TABLE OF CONTENTS. A table of contents for the Proposal should follow the title page or the Vendor's confidential, proprietary information or trade secrets claims.

6.1.4 COVER LETTER. Provide a cover letter and company profile introducing the Vendor (one-page). Should also include name, telephone number and email address of contact person.

6.1.5 RESPONSE TO RECREATION AND PARKS REGISTRATION SOFTWARE TECHNICAL & FUNCTIONAL REQUIREMENTS. (Section V: 5.0 through 3.4.6). Responses must be clear and thorough, but concise, and should demonstrate the vendor's overall understanding of the services required, including any assumptions, standards and deliverables. Also include a Project Schedule (see Section III: 3.10.02) based upon days or weeks after receipt of executed contract/notice to proceed that shows the length of time it will take your vendor to successfully complete this work scope.

6.1.6 EXPERIENCE AND EXPERTISE.

- 1) Provide the name, title, address and telephone number of the individual who will manage this project.
- 2) Provide documentation of a minimum of six years' experience by the Proposer or its principles in providing the services required.
- 3) Provide a description of staffing plan that will meet the City's needs. Provide the relative effort each assigned staff member will devote to the project, including his/her specific role and area of expertise. Demonstrate evidence through an organizational chart (showing years of work in this field) or resume(s) that the vendor has adequate staff, time, and expertise to handle the City's requirements.
- 4) If relevant, identify any subcontractors, what portion of the work they will be doing, detail their qualifications and capabilities to provide the services rendered.
- 5) Please also answer the following questions and processes:
 - a. Describe your Company's other clients, state if they are city, county or state governments; describe the venues.
 - b. Describe how access control works with your registration software system; is it subcontracted out? Is there a licensing fee? What hardware is needed? Include any costs in Attachment A, Fee Schedule.
 - c. Describe your Americans with Disabilities Act (ADA) compliance and also how accessible seating is built within the ticketing system and offered to online buyers.
 - d. What other features/services/marketing services do you find your venue partners utilizing that have not been cited in this Request for Proposal.

6.1.7 FEE SCHEDULE

- 1) Complete the Execution of Offer (Attachment A); and provide your detailed Fee Schedule of rates for all required software, hardware, and services. Fee Schedule shall be fixed for the initial contract term (minimum of 3 years, maximum of 5 years) of the Agreement (Attachment E, Contract Term, 7). ALL fees to be charged **must** be listed, even if they are not specifically itemized on the Fee Schedule.
- 2) As Fees charged for this service vary in type, amount and format from Company to Company, the City reserves the right to utilize various calculation methods, including costs based on a fixed number.
- 3) Offeror may request a cost increase/decrease if the Agreement continues beyond the initial contract term (minimum of 3 years, maximum of 5 years).
- 4) Offeror to provide desired contract initial term and renewal term, including financial incentives.
- 5) A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request. The request shall be based upon the CPI for all urban consumers issued for the Washington, DC Metropolitan Area by the United States Department of Labor's Bureau of Labor Statistics for the specific commodity or service group being provided by the contractor under this contract. The request for the increase must be accompanied with supporting documentation justifying the requested price adjustment. A price increase, if approved, shall be effective sixty (60) days from the date of receipt of the contractor's request and shall be in effect for a period of one year.
- 6) Unbalanced Price Proposals will receive less than favorable evaluation.

6.1.8 ATTACHMENTS

In addition to Attachment A (Execution of Offeror) stated in 6.1.7 FEE SCHEDULE (above), the following is required:

- 6.1.8 a. Attachment B, References
- 6.1.8 b. Attachment C, Affidavit Form
- 6.1.8 c. Attachment D, Proposer's Questionnaire
- 6.1.8 d. Attachment G, Insurance, The Firm shall meet all of the insurance requirements contained within this proposal document. Provide confirmation from your insurance carrier of your ability to obtain a certificate of insurance including a waiver of subrogation and endorsements in accordance with the Insurance Rev2 (09/08) document (Attachment G). The City reserves the right to require Insurance documents prior to award to expedite the award process.
- 6.1.8. e. Attachment H, Exceptions (if any), The submitting Firm shall prepare this attachment. Any exceptions to the requirements of this RFP that the Firm requests the City to consider must be placed in this section. Each exception should be addressed separately with specific reference to the requirement. If there are no proposed alternatives or exceptions, a statement to that effect must be included in this section of the proposal.
- 6.1.8. f Contract documents as requested in 3.07, Any Agreement Required by New Service Provider.

*****END OF SECTION VI*****

SECTION VII: EVALUATION AND AWARD**7.1 CRITERIA**

Evaluation Criteria	Possible Points
Responsiveness/Completeness of Proposal (i.e., Were all the forms completed and everything included that was required by the RFP? Were explanations in Comments or Additional Information areas adequate?)	10
Experience/Qualifications (i.e., Vendor's experience working within the requested services arena; vendor's experience working with municipalities; vendor's ability to successfully complete the scope of services on time and on budget; vendor's ability to successfully work with City staff; vendor's references) Section 6.1.6	15
System Implementation (i.e., Does the vendor understand what it will take to successfully achieve the goals and objectives of the requested services? Did the vendor propose any revisions and/or changes to the draft Scope of Services that would better serve the City?) Section III 3.06	20
Functional and Technical Components (i.e., Does the firm's ability to provide an integrated software solution meet the City's needs?) Based on Section V Requirements	30
Fee Schedule (i.e., does the cost seem reasonable for the scope of services proposed; does the proposed Fee Schedule provide the City good value?) Section 6.1.7/Attachment A	25
Total Points Possible	100

7.2 EVALUATION PROCESS

An Evaluation Committee (EC) consisting of City staff will review all proposals. The following procedure will be utilized:

- A. Upon receipt of proposals, the EC will independently review and evaluate all proposals in accordance with the evaluation criteria listed above. Each EC member will complete a proposal evaluation matrix form and a composite rating will be developed which indicates the Offeror's collective ranking.
- B. Offerors **may** be required to make oral presentations to City representatives. Significant representations made by an Offeror during the oral presentation must be reduced to writing. All written representations will become part of the Offeror's proposal and are binding if the Contract is awarded. Oral presentations, if required, will occur approximately two weeks after the proposal due date.
- C. The EC may also ask questions of a clarifying nature from Offerors.

*****END OF SECTION VII*****

SECTION VIII: SUBMISSION INSTRUCTIONS

8.1 PROPOSAL COPIES

- A. One unbound (1) original and eight (8) copies of the proposal marked “**RFP# 29-16, “CITY OF ROCKVILLE, RECREATION AND PARKS REGISTRATION SOFTWARE”**” must be submitted by the deadline stated herein.
- B. Submit ONE complete copy of the entire proposal on CD-R or DVD compact disc(s). Do not submit CD-RW or DVD-RW discs.
- C. Submit ONE CD/DVD redacted in accordance with any requested applicable exemptions from disclosure in the Maryland Public Information Act. This CD/DVD may be used to respond to any Maryland Public Information Act (FOIA) request.

8.2. STANDARDIZED PROPOSAL FORMAT

In order to provide each Vendor an equal opportunity for consideration, adherence to a standardized proposal format is required. Individual, separate and complete proposals should be submitted and must contain the following elements organized into separate chapters and/or sections, as deemed appropriate. Failure to adhere to this format may result in the disqualification of your proposal(s).

8.3 PROPOSAL PREPARATION

The Vendor should prepare the proposal simply and economically, providing a straightforward, concise description of the solution and capabilities to satisfy the conditions and requirements of this RFP. The City does not desire fancy bindings, colored displays, or promotional material unless it specifically enhances the City’s understanding of your Proposal. The Vendor’s emphasis should be on completeness and clarity of content.

END OF SECTION VIII

SECTION IX: ADDITIONAL CONTRACT ITEMS

9.1 TERM OF CONTRACT

The term of any contract awarded from this RFP shall be from contract award for a minimum period of five (5) years after execution of the contract. If the City determines it to be advantageous, it may extend the term of the contract for up to five (5) additional years. This renewal term could be in the form of one five year period or five one-year periods. Financial incentives for either option (one option over the other) or other contract term options the vendor may suggest will be viewed favorably.

9.2 INVOICING AND PAYMENT

The Vendor shall submit invoices which shall include a detailed breakdown of all charges.

Invoices shall be based upon completion of tasks and deliverables and shall reference the City's Purchase Order (PO) number or other agreed upon payment method. All such invoices will be paid promptly by the City unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Vendor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address:

City of Rockville
Attn: Karla Sheehi
Recreation and Parks
111 Maryland Avenue
Rockville, MD 20850

9.3 CONTRACT AND PROJECT MANAGER

Unless otherwise noted in the RFP, the designated contract and Project Manager (PM) will be Karla Sheehi, Program Support Supervisor who may be contacted via e-mail at ksheehi@rockvillemd.gov or by telephone at (240) 314-8601.

9.4 RIGHT TO CANCEL

The City reserves the right to cancel this Request for Proposal or reject any or all proposals at any time prior to an award. The City is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous.

9.5 OFFEROR EXCLUSION AND AFFIRMATION

Signing Execution of Offer or submitting a proposal with a false statement is a material breach of contract and shall void the submitted proposal or any resulting contracts, and Offeror may be removed from all proposal lists. By signing this proposal, the Offeror hereby certifies that:

- A. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted proposal.
- B. The Vendor, corporation, partnership or institution represented by the contractor, or anyone acting for such Vendor, corporation or institution has not violated the antitrust laws, nor communicated directly or indirectly the proposal made to any competitor or any other person engaged in such line of business.
- C. The Offeror has not received compensation for participation in the preparation of the specifications for this Request for Proposal.

9.6 PUBLIC INFORMATION REQUESTS

An Offeror should give specific attention to the clear identification of those portions of its proposal that it considers confidential, proprietary commercial information or trade secrets, and provide justification why such materials, upon request, should not be disclosed by the City under the Maryland Public Information Act. Information that an Offeror claims is confidential must be placed after the Title Page and before the Table of Contents in the Offeror's Technical Proposal, and if applicable, also in its Financial Proposal. Offerors are advised that, upon request for this information from a third party, the City will notify the Offeror and make a determination whether the information must be disclosed.

9.7 RESELLER AUTHORIZATION

Offerors who are not the manufacturer of the product offered are to provide documentation supporting their company's authorization to resell the platform, and/or provide the maintenance, support and training offered. The City reserves the right to verify Offeror's authorization(s). Failure to provide this requested documentation may result in the disqualification of the Proposal.

9.8 ADDITIONAL SERVICES

While the City has listed all major services on the solicitation, which are utilized by City departments in conjunction with its operations, there may be ancillary services that must be contracted for by the City during the term of this contract. Under these circumstances, a City representative will contact the Vendor to obtain a proposal for the ancillary services.

*****END OF SECTION IX*****

SECTION X: RFP COMPLETION CHECKLIST

This checklist is a summary of the required components of the RFP. It is provided as a convenience to Vendors, but is not intended to be all-inclusive or to imply acceptance or evidence of compliance by its use. It is the responsibility of the Vendor to submit complete and compliant Proposals.

- _____ **TITLE PAGE (6.1.1)**
- _____ **IDENTIFICATION OF CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS (6.1.2)**
- _____ **TABLE OF CONTENTS (6.1.3)**
- _____ **COVER LETTER (6.1.4)**
- _____ **RESPONSE TO SPECIFIC SERVICES REQUIRED AS LISTED IN 5.0-5.14 (6.1.5)**
- _____ **EXPERIENCE AND EXPERTISE (6.1.6)**
- _____ **PRELIMINARY PROJECT SCHEDULE (2.01)**
- _____ **FEE SCHEDULE (6.1.7), WITH DESCRIPTION ATTACHMENTS**
- _____ **ATTACHMENT A, (EXECUTION OF PROPOSAL) (6.1.8)**
- _____ **ATTACHMENT B (REFERENCES) (6.1.8 a)**
- _____ **ATTACHMENT C (AFFIDAVIT FORM) (6.1.8 b)**
- _____ **ATTACHMENT D (PROPOSER'S QUESTIONNAIRE) (6.1.8 c)**
- _____ **ATTACHMENT G (INSURANCE) (6.1.8 d)**
- _____ **ATTACHMENT H (EXCEPTIONS) (6.1.8 e)**

*****END OF SECTION X*****

(ATTACHMENT A)



**CITY OF ROCKVILLE
EXECUTION OF OFFER FORM**

**REQUEST FOR PROPOSAL #29-16
RECREATION AND PARKS REGISTRATION SOFTWARE**

THIS FORM MUST BE COMPLETED, SIGNED AND RETURNED WITH YOUR PROPOSAL

CONTRACTOR AGREES TO PERFORM ALL WORK AS SET FORTH IN THIS REQUEST FOR PROPOSAL
AND IN ACCORDANCE WITH THE TERMS AND CONDITIONS AT THE PRICES QUOTED ON THIS FORM.

SEE FOLLOWING PAGE FOR FEE SCHEDULE:

NAME OF VENDOR_____ RETURN THIS FORM WITH PROPOSAL

FEE SCHEDULE

Complete this attachment by indicating all costs associated with each product and/or service included in the proposal. Also include aggregate pricing if price advantages are available. Include any and ALL additional costs not specifically listed below.

Transactions	Amount
Appox Annual transactions (all 8 facilities combined)	70,000
paid online (credit card/EFT)	37,400
paid by check	1,600
paid by cash	31,000
Transaction Fees	
Revenue by Cash Sale (per transaction)	
Revenue by Check Sale (per transaction)	
Revenue by Credit Card/EFT Sale (per transaction)	
One-Time Costs	
Professional Services for Software Implementation	
Initial Training Services	
Data Migration	
Customization	
Project Expenses (travel, per diem, etc.)	
Implementation of additional module	
Annual Costs	
Maintenance & hosting	
Technical Support (during business hours)	
Technical Support (after business hours)	
Software updates & upgrades (as needed, annual, etc.)	
Hourly rate for professional services	
Future Training (remote, online)	
Enhancements	
Additional Module functionality (incl. all associated fees)	
Hardware (provide separate sheet to include, make, model #)	
CPU	
Monitor	
Credit Card readers	
Camera for desktop	
Signature Pin Pad	
Misc.	
Total recurring annual costs	
Year 1 costs	
Year 2 - 4 costs	

NAME OF VENDOR _____ RETURN THIS FORM WITH PROPOSAL

ADDENDUM

Please note, that it is the Proposer's responsibility to check the City's site frequently for Addendum, which may impact pricing, this document's requirements, terms and/or conditions. Failure to sign and return each Addendum with your response may result in disqualification of proposal.

EXECUTION

THE OFFEROR IS HEREBY NOTIFIED THAT THIS DOCUMENT SHALL BE SIGNED IN INK IN ORDER FOR THE PROPOSAL TO BE ACCEPTED. BY SIGNING, THE OFFEROR CERTIFIES THAT HE/SHE WILL COMPLY IN EVERY ASPECT WITH THE REQUEST FOR PROPOSAL, ADDENDUMS, PROPOSAL, ANY AND ALL E-MAILS/LETTERS OF CLARIFICATION, BAFO AND CONTRACT.

The proposal, if submitted by an individual, shall be signed by an individual; if submitted by a partnership, shall be signed by such member or members of the partnership as have authority to bind the partnership; if submitted by a corporation the same shall be signed by the President and attested by the Secretary or an Assistant Secretary. If not signed by the President as aforesaid, there must be attached a copy of that portion of the By-Laws, or a copy of a Board resolution, duly certified by the Secretary, showing the authority of the person so signing on behalf of the corporation. In lieu thereof, the corporation may file such evidence with the Administration, duly certified by the Secretary, together with a list of the names of those officers having authority to execute documents on behalf of the corporation, duly certified by the Secretary, which listing shall remain in full force and effect until such time as the Administration is advised in writing to the contrary. In any case where a proposal is signed by an Attorney in Fact the same must be accompanied by a copy of the appointing document, duly certified.

IF AN INDIVIDUAL:

NAME: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

Signature (SEAL) Date

Print Signature

WITNESS: _____

Signature

Print Signature

NAME OF VENDOR _____ RETURN THIS FORM WITH PROPOSAL

IF A PARTNERSHIP:

NAME OF PARTNERSHIP: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

BY: (SEAL) _____
Member Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Signature

Print Signature

IF A CORPORATION:

NAME OF CORPORATION: _____

Street and/or P.O. Box

City State Zip Code Fed ID or SSN

STATE OF INCORPORATION: _____

BY: _____ (SEAL) _____
Signature Date

Print Signature

TITLE: _____ WITNESS: _____
Secretary's Signature

Print Signature

NAME OF VENDOR _____ RETURN THIS FORM WITH PROPOSAL

CONTACT FOR ADMINISTRATION

NAME and TITLE: _____

TELEPHONE: _____

EMAIL: _____

PAYMENT REMITTANCE ADDRESS

NAME OF VENDOR _____ RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT B)



REFERENCES

The Vendor shall be competent and experienced with an established reputation within the community. The Vendor shall have performed similar work for a minimum period of six years. The Vendor shall furnish a representative list of three (3) projects involving work as specified. Failure to submit the required information with the Proposal may be cause for rejection of the Request for Proposal. The City reserves the right to contact each and every reference listed below and shall be free from any liability to proposer for conducting such inquiry. The City reserves the right to ask for additional references in the event contact is not made.

1. Facility Name: _____
Current Address: _____
Contact Person: _____ Phone: _____
Email Address (of Contact Person) _____
Contract Start Date: _____
Brief Description of Services Provided: _____
(attach additional page(s) as necessary)
2. Facility Name: _____
Current Address: _____
Contact Person: _____ Phone: _____
Email Address(of Contact Person) _____
Contract Start Date: _____
Brief Description of Services Provided: _____
(attach additional page(s) as necessary)
3. Facility Name: _____
Current Address: _____
Contact Person: _____ Phone: _____
Email Address (of Contact Person): _____
Contract Start Date: _____
Brief Description of Services Provided: _____
(attach additional page(s) as necessary)

NAME OF VENDOR _____ **RETURN THIS FORM WITH PROPOSAL**

(ATTACHMENT C)

A F F I D A V I T

I hereby affirm that:

I am the _____ and the duly authorized representative of the Vendor of
_____ whose address is _____

and that I possess the legal authority to make this affidavit on behalf of myself and the Vendor for which I am acting.

I further afVendor:

**AFFIDAVIT OF QUALIFICATION TO
CONTRACT WITH A PUBLIC BODY**

1. Except as described in Paragraph 2 below, neither I nor the above Vendor nor, to the best of my knowledge, any of its controlling stockholders, officers, directors, or partners, performing contracts with any public body (the State or any unit thereof, or any local governmental entity in the state, including any bi-county or multi-county entity), has:

A. been convicted under the laws of the State of Maryland, any other state, or the United States of any of the following:

- (1) bribery, attempted bribery, or conspiracy to bribe.
- (2) a criminal offense inc<Sperforming a public or private contract.
- (3) fraud, embezzlement, theft, forgery, falsification or destruction of records, or receiving stolen property.
- (4) a criminal violation of an anti-trust statute.
- (5) a violation of the Racketeer Influenced and Corrupt Organization act, or the Mail Fraud Act, for acts in connection with the submission of bids or proposals for a public or private contract.
- (6) a violation of Section 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland.
- (7) conspiracy to commit any of the foregoing.

B. pled nolo contendere to, or received probation before verdict for, a charge of any offense set forth in subsection A of this paragraph.

C. been found civilly liable under an anti-trust statute of the State of Maryland, another state, or the United States for acts or omissions in connection with the submission of bids or proposals for a public or private contract.

D. during the course of an official investigation or other proceeding, admitted, in writing or under oath, an act or omission that would constitute grounds for conviction or liability under any law or statute described in subsection A or C of this paragraph.

2. [State "none," or as appropriate, list any conviction, plea or admission as described in Paragraph 1 above, with the date, court, official or administrative body, the individuals involved and their position with the Vendor, and the sentence or disposition, if any]. _____

3. I further afVendor that neither I nor the above Vendor shall knowingly enter into a contract with the Mayor and Council of Rockville under which a person or business debarred or suspended from contracting with a public body under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland,

will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

I acknowledge that this Affidavit is to be furnished to the Mayor and Council of Rockville and, where appropriate, to the State Board of Public Works and to the Attorney General. I acknowledge that I am executing this Affidavit in compliance with the provisions of Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland which provides that persons who have engaged in certain prohibited activity may be disqualified, either by operation in law or after a hearing, from entering into contracts with the Mayor and Council of Rockville. I further acknowledge that if the representations set forth in this Affidavit are not true and correct, the Mayor and Council of Rockville may terminate any contract awarded, and take any other appropriate action.

NON—COLLUSION AFFIDAVIT

1. Am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid;

2. Such bid is genuine and is not a collusive or sham bid

3. Neither the said bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly with any other bidder, Vendor or person to submit a collusive or sham bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other bidder, Vendor or person to fix the price or prices in the attached bid or of any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Mayor and Council of Rockville, Maryland (Local Public Agency) or any person interested in the proposed Contract; and

4. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant. **I do solemnly declare and afVendor under the penalties of perjury that the contents of these affidavits are true and correct.**

Signature and

Title _____ Date _____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT D)

PROPOSER'S QUESTIONNAIRE

The Vendor recognizes that in selecting a Contractor, the City will rely, in part, on the answers provided in response to this Questionnaire. Accordingly, Vendor warrants to the best of its knowledge that all responses are true, correct and complete.

Company Profile

1. Number of Years in Business: _____
2. Type of Operation: Individual____ Partnership____ Corporation____ Government____
Number of Employees: _____(company wide)
Number of Employees: _____(servicing location)
3. State that you will provide a copy of your company's audited financial statements for the past two (2) years, if requested by the City.
4. Provide a financial rating of your company and any documentation (such as a Dunn and Bradstreet Analysis), which indicates the financial stability of your company, if requested by the City.
5. Provide any details of all past or pending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with The City.
6. Provide any details of a contract of your company's that was terminated for default that occurred within the past five years. "Termination for default" is defined as notice to stop performance due to vendor's non-performance or poor performance, and the issue was either (a) not litigated; or (b) litigated and such litigation determined the vendor to be in default.

NAME OF VENDOR_____

RETURN THIS FORM WITH PROPOSAL

(ATTACHMENT E1)**SAMPLE
PROFESSIONAL SERVICES CONTRACT**

THIS PROFESSIONAL SERVICES CONTRACT ("Contract"), made this ____ day of _____, 2016 by and between the **MAYOR AND COUNCIL OF ROCKVILLE**, a municipal corporation organized under the laws of Maryland, hereinafter referred to as the "**CITY**", and **<CONTRACTOR'S NAME>** hereinafter referred to as "**CONTRACTOR**".

WITNESSETH

WHEREAS, the City desires the Contractor to provide **<DESCRIBE THE SERVICE>**

WHEREAS, the City desires to employ the services of the Contractor in connection with the aforementioned service under the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the covenants and promises set forth, the parties hereto agree as follows:

1. SCOPE OF WORK. The Contractor agrees to perform the work described and be bound by the terms and conditions set forth in the **<letter agreement dated xxx or RFP# and title>** hereto attached a made a part hereof and identified as Exhibit "A" and in the CONTRACTOR'S proposal dated **xxxx** hereto attached a made a part hereof and identified as Exhibit "B" ; **<reference other attachments as necessary>** In the event any terms of the attached exhibits conflict with this Agreement, this Agreement shall prevail. **<if numerous exhibits list prevailing exhibit(s)>**

Contractor shall perform the services described in this Agreement (a) in a timely, diligent and professional manner in accordance with recognized standards of the applicable industry or profession, and; (b) in accordance with the time periods set forth in this Agreement and in the schedule and sequencing specified by the City. Contractor shall furnish efficient business administration and superintendence and shall use its best efforts to ensure that such services being performed under this Agreement are completed in the best way and in the most expeditious and economical manner consistent with the City's best interests.

2. REVIEW BY CITY. The Contractor agrees that the work and records covered by this Contract will be subject to review, at all times, by representatives of the City.

3. OWNERSHIP RIGHTS. All finished or unfinished documents, data, studies, surveys, drawings, CADD drawings, maps, models, photographs, letters and reports prepared by the Contractor or his subcontractors shall become the property of the City.

RECREATION AND PARKS REGISTRATION SOFTWARE

4. **EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Contract, the Contractor agrees that he will comply with all applicable federal, state and local laws relating to discrimination in employment.

5. **INDEMNIFICATION.** The Contractor agrees to indemnify and save harmless the City against any liability, claim, demand for personal injury or property damage, and other expenses or losses suffered or arising out of or caused by any negligent act or omission of the Contractor, its subcontractors, servants, agents or employees incurred in the performance of the Contract.

6. **TIME OF ESSENCE.** The Contractor acknowledges that time is of the essence in providing the services under this Contract and agrees to assign adequate personnel sufficient to respond to requests for service.

7. **CONTRACT TERM.** This Contract shall be effective upon execution of the contract and shall continue for a minimum of 3 year term.

8. **TERMINATION FOR CONVENIENCE.** The City may terminate this Contract for convenience by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five days before the effective date of such termination. If the Contract is terminated by the City as provided in this Section the Contractor will be paid on a pro-rata basis for work performed prior to the effective date of such termination.

9. **TERMINATION FOR CAUSE.** If through any cause, the Contractor shall fail to fulfill in a timely and proper manner his obligation under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. If the Contract is terminated by the City as provided in this Section the Contractor will be paid an amount based on the number of hours actually worked at the hourly rates set forth herein, or if no hourly rate is set forth, Contractor shall be paid on a pro-rata basis for work performed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and the City may withhold any payments due the Contractor up to the full amount of the Contractor's fee, until such a time as the exact amount of damages due the City from the Contractor is determined by any Court of competent jurisdiction.

10. **COMPLIANCE WITH LAWS.** The Contractor shall observe and comply with federal, state, county and local laws, ordinances and regulations that affect the work to be done herein, and shall indemnify and hold the City harmless, and all of its officers, agents and servants against any claim or liability from or based on the violation of any such law, ordinance or regulation, whether by the Contractor or the Contractor's agent. Notwithstanding the foregoing, in the event that the Contractor determines that a conflict exists between any applicable law, ordinance and/or regulation, the Contractor will so advise the City and the City will decide which law, ordinance and/or regulation shall be followed.

11. SUBCONTRACTS. None of the services covered by this Contract, shall be subcontracted without the prior written consent of the City. The Contractor will require all subcontractors to have in effect at all times insurance coverage as required by the City in Attachment G for negligent acts, errors and omissions of subcontractors and their employees and the City shall be named as an insured party.

12. ASSIGNMENT. The Contractor shall not assign or transfer any interest in this Contract without the prior written approval of the City.

13. INSURANCE. The Contractor shall carry insurance with limits as required in Attachment G by the City and shall provide to the City a certificate evidencing the same.

14. CONFLICTS OF INTEREST. The Contractor covenants that it has presently no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

15. DISPUTES. Except as otherwise provided in this agreement, any dispute concerning a question of fact arising out of this agreement which is not disposed of by agreement, shall be decided in accordance with Section 17-174 of the City's Purchasing Ordinance as set forth in Chapter 17 of the Rockville City Code.

16. GOVERNING LAW. This Contract is executed in the State of Maryland and shall be governed by Maryland law. The Contractor, by execution of this Agreement, consents to the jurisdiction of the Maryland state courts with respect to any dispute arising out of this agreement and further consents to venue in Montgomery County, Maryland.

17. SUCCESSORS AND ASSIGNS: This Contract shall be binding and inure to the benefit of all successors and assigns of the parties hereto. Notwithstanding the foregoing, this Contract shall be considered a personal services contract and the Contractor shall not assign any right or obligation under this Contract without the City's express written consent which may be withheld in the City's sole and absolute discretion.

18. INDEPENDENT CONTRACTOR. The Contractor shall perform this Contract as an independent contractor and shall not be considered an agent of the City, nor shall any of the Contractor's employees or agents be subagents of the City.

19. COMPENSATION. The Contractor shall provide to the City the services described under a fixed price structure and not to exceed the proposed pricing as quoted.

20. INVOICING. Invoicing for payment shall include a complete description of the services rendered, personnel, hourly rates, hours and date of services. All invoices shall be submitted to the City of Rockville, Attn: Ms, Karla Sheehi, City of Rockville Recreation and Parks, 111 Maryland Avenue, Rockville, MD 20850.

21. MODIFICATION. This Contract may be modified only by written instrument signed by both parties hereto.

22. ENTIRE CONTRACT. This Contract, including the exhibits attached hereto, constitutes the entire Contract between the City and the Contractor, and the parties shall not be bound by any prior negotiation, representations or promises, not contained herein.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

ATTEST

THE MAYOR AND COUNCIL OF
ROCKVILLE

City Clerk

By: _____
City Manager

ATTEST

<CONTRACTOR NAME>

Print or Type Name

By: _____ (Seal)

Print or Type Name

Approved as to form and legality:

City Attorney

(ATTACHMENT E2)

SAMPLE
CITY OF ROCKVILLE
STANDARD CONTRACT ADDENDUM

DEPARTMENT NAME: _____

CONTRACTOR NAME: _____

DATE: _____

The Mayor and Council of Rockville and the Contractor are this day entering into a contract and, for their mutual convenience; the parties are using the standard form agreement provided by the Contractor,. This addendum, duly executed by the parties, is attached to and hereby made a part of the contract.

The Contractor represents and warrants that it is a(n) // individual proprietorship // association // partnership // corporation // governmental agency or authority authorized to do in Maryland the business provided for in this contract. (Check the appropriate box.)

Notwithstanding anything in the Contractor's form to which this Addendum is attached, the payments to be made by the Mayor and Council of Rockville for all goods, services and other deliverables under this contract shall not exceed \$_____; payments will be made only upon receipt of a proper invoice, detailing the goods/services provided and submitted to _____. The total cumulative liability of the Mayor and Council of Rockville, its officers, employees and agents in connection with this contract or in connection with any goods, services, actions or omissions relating to the contract, shall not under any circumstance exceed payment of the above maximum purchase price plus liability for an additional amount equal to such maximum purchase price. In its performance under this contract, the Contractor acts and will act as an independent contractor, and not as an agent or employee of the Mayor and Council of Rockville.

The Contractor's form contract is, with the exceptions noted herein, acceptable to the Mayor and Council of Rockville. Nonetheless, because certain standard clauses that may appear in the Contractor's form agreement are not in the best interest of the Mayor and Council of Rockville, and in consideration of the convenience of using that form, and this form, without the necessity of specifically negotiating a separate contract document, the parties hereto specifically agree that, notwithstanding any provisions appearing in the attached Contractor's form contract, none of the following shall have any effect or be enforceable against the Mayor and Council of Rockville:

1. Requiring the Mayor and Council of Rockville to maintain any type of insurance either for the City's benefit or for the contractor's benefit;
2. Renewing or extending the agreement beyond the initial term or automatically continuing the contract period from term to term;
3. Requiring or stating that the terms of the attached Contractor's form agreement shall prevail over the terms of this addendum in the event of conflict;
4. Requiring the Mayor and Council of Rockville to indemnify or to hold harmless the Contractor for any act or omission;
5. Imposing interest charges contrary to that specified by Maryland law, Prompt Payment;

6. Requiring the application of the law of any state other than Maryland in interpreting or enforcing the contract or requiring or permitting that any dispute under the contract be resolved in the courts of any state other than Maryland;
7. Requiring any total or partial compensation or payment for lost profit or liquidated damages by the Mayor and Council of Rockville if the contract is terminated before its ordinary period;
8. Requiring that the contract be "accepted" or endorsed by the home office or by any other officer subsequent to execution by an official of the Mayor and Council of Rockville before the contract is considered in effect;
9. Delaying the acceptance of this contract or its effective date beyond the date of execution;
10. Limiting or adding to the time period within which claims can be made or actions can be brought;
11. Limiting the liability of the Contractor for property damage or personal injury;
12. Permitting unilateral modification of this contract by the Contractor;
13. Binding the Mayor and Council of Rockville to any arbitration or to the decision of any arbitration board, commission, panel or other entity;
14. Obligating the Mayor and Council of Rockville to pay costs of collection or attorney's fees;
15. Granting the Contractor a security interest in property of the Mayor and Council of Rockville.
16. Bestowing any right or incurring any obligation that is beyond the duly granted authority of the undersigned agency representative to bestow or incur on behalf of the Mayor and Council of Rockville.
17. Where services require the Contractor to access the Mayor and Council of Rockville's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site And Remote Access Confidentiality Agreement, which can be viewed at the following web address:

<http://www.rockvillemd.gov/documentcenter/view/74>

Prior to full execution of the contract by the Mayor and Council of Rockville, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown on Standard Contract Addendum Exhibit A.

This contract consisting of this addendum and the attached Contractor's form contract constitute the entire agreement between the parties and may not be waived or modified except by written agreement between the parties.

This contract consisting of this addendum's substantive terms are appropriate to the needs of the Mayor and Council of Rockville and sufficient funds have been allocated for its performance by the Mayor and Council of Rockville. This contract is subject to appropriations by the Mayor and Council of Rockville.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto on the date written above.

Witness: _____
(Seal)
(Either Secretary or Asst. Secretary)

Contractor by: _____
(Either President or Vice-President)

Print or type name and title
title

Print or type name and

ATTEST

THE MAYOR AND COUNCIL OF ROCKVILLE

City Clerk

By: _____
City Manager

Approved as to form and legality:

City Attorney

STANDARD CONTRACT ADDENDUM (Attachment E2) EXHIBIT A**INSURANCE REQUIREMENTS**

Prior to the execution of the contract by the City, the Contractor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Contractor's insurance shall be primary.

The Contractor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Contractor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Contractor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
1. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
3. Commercial General Liability a. Bodily Injury b. Property Damage c. Contractual Liability d. Premise/Operations e. Independent Contractors f. Products/Completed Operations g. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
4. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
5. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
6. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Contractor shall furnish a new certificate prior to any change or cancellation date. The failure of the Contractor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Contractor's Commercial and Excess/Umbrella Insurance for liability arising out of contractor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Contractor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

City Hall
111 Maryland Avenue
Rockville, MD 20850

(ATTACHMENT F)



**CITY OF ROCKVILLE
MARYLAND
GENERAL CONDITIONS AND INSTRUCTIONS TO VENDORS
(PROPOSAL 10.2012)**

1. **TERMS AND CONDITIONS** The terms and conditions of this document govern in event of conflict with any terms of the bidder's proposal, and are not subject to change by reasons of written or verbal statement by the Contractor unless accepted in writing. Words and abbreviations that have well known technical or trade meanings are used in accordance with such meanings.
2. **PREPARATION** All bids are to be submitted in a sealed envelope to the Purchasing Office marked with the bid number.

Conditional bids and bids containing escalator clauses will not be accepted. Bids must be signed by an individual authorized to bind the bidder.
3. **LATE BIDS** It is the bidder's responsibility to assure delivery of the bid at the proper time to the designated location. Bids delivered to any other office or location will not be considered.
4. **BID AWARD** The award will be made to the offeror whose proposal, in the opinion of the City is the best taking into consideration all aspects of the offeror's responses, including total net cost to the City. In the event that the offeror to whom the award is made does not execute a contract within 15 days from receipt of the contract, the City may give notice to such offeror of intent to award the contract to the next most qualified offeror, or to call for new proposals.
5. **ADDENDUM** In the event that any addenda to this solicitation is issued, all solicitation terms and conditions will retain in effect unless they are specifically changed in the addendum. It is the responsibility of the bidder to make inquiry as to addenda issued. Oral answers to questions relative to interpretation of specifications or the proposal process will not be binding on the City. Such addendums, if issued, will posted at: <http://rockvillemd.gov/business/bids.htm#bids>

Please note, that it is the bidder's responsibility to check this site frequently for Addendums, which may impact pricing, this document's requirements, terms and/or conditions. Failure to acknowledge an addendum on the bid proposal form or to sign and return an Addendum with your response may result in disqualification of proposal.
6. **ACCEPTANCE/REJECTION OF BIDS** The City reserves the right to reject any or all bids in part or full and to waive any technicalities or informalities as may best serve the interests of the City.

Bids shall be valid for a minimum of 120 days following the deadline for submitting offers. Bids may not be withdrawn during that period. If an award is not made during that period, all offers shall be automatically extended for another 120 days. Offers will be automatically renewed until such time as either an award is made or proper notice is given to the Purchasing Agent of Offeror's intent to withdraw its offer. Offers may only be canceled by submitting Notice at least 15 days before the expiration of the then current 120-day period.
7. **MULTI-YEAR BIDS** Multi-year contracts may be continued each fiscal year only after funding appropriations have been granted. In the event necessary funding appropriation is not granted, the multi year contract shall be null and void, effective July 1st of the affected year.
8. **ERRORS IN BIDS** When an error is made in extending total prices the unit bid price will govern. Erasures in bids must be initialed by the bidder. Carelessness in quoting prices or in preparation of bid will not relieve the bidder from performing the contract.
9. **BID WITHDRAWAL** Requests for withdrawal of bids prior to bid opening shall be transmitted to the Purchasing Agent in writing.

RECREATION AND PARKS REGISTRATION SOFTWARE

10. **MISTAKES** Bidders are expected to be thoroughly familiar with all bid documents, including all addenda. No consideration will be granted for any alleged misunderstanding of the intent of the specifications. Each bidder shall carefully and thoroughly examine these bid documents for completeness. No claim of any bidder will be allowed on the basis that these bid documents are incomplete.
11. **SENSITIVE DOCUMENTS** Sensitive documents (either electronic or hardcopy documents dealing with critical facilities or sensitive information) received from the City must be handled consistent with the terms of non-disclosure required for application. Contractor is responsible to restrict use of sensitive documents to project participants only and shall take appropriate measure to prevent distribution of sensitive document to anyone inside or outside of the Contractor's company except Contractor's project participants. After completion of the project, all sensitive documents remaining in the Contractor's possession shall continue to be governed under the terms of non-disclosure and must continue to be stored in a secure manner. After such records are no longer needed for record purposes, the records shall be destroyed or returned to the City.

Where services require the Contractor to access the City's electronic information resources and/or its electronic data assets, the Contractor shall adhere to all requirements, terms and conditions of the City's Contractor/Vendor On-Site and Remote Access Confidentiality Agreement, which can be viewed at the following web address:

http://www.rockvillemd.gov/business/Rockville_Confidentiality_Policy.pdf.

12. **DOCUMENTS, MATERIALS AND DATA** All documents materials or data developed as a result of this contract are the City's property. The City has the right to use and reproduce any documents, materials and data, including confidential information, used in the performance of, or developed as a result of this contract. The City may use this information for its own purposes, including reporting to state and federal agencies. The contractor warrants that it has title to or right to use all documents, materials or data used or developed in connection with this contract. The Contractor must keep confidential all documents, materials and data prepared or developed by the contractor or supplied by the City.
13. **INTEREST IN MORE THAN ONE BID AND COLLUSION** Multiple bids received in response to a single solicitation from an individual, Vendor, partnership, corporation, affiliate, or association under the same or different names will be rejected. Reasonable grounds for believing that a bidder is interested in more than one bid for a solicitation both as a bidder and as a subcontractor for another bidder, will result in rejection of all bids in which the bidder is interested. However, a Vendor acting only as a subcontractor may be included as a subcontractor for two or more bidders submitting a bid for the work. Any or all bids may be rejected if reasonable grounds exist for believing that collusion exists among any bidders. Bidders rejected under the above provisions shall be disqualified if they respond to a re-solicitation for the same work.
14. **EXECUTION OF CONTRACT** The Contractor shall be required to execute a formal agreement with the City within fifteen days from the award. A sample of the agreement is attached. No revisions to the agreement will be allowed.
15. **COMPENSATION** The City will compensate the Contractor in the form of either lump sum payment upon completion and acceptance of the work or monthly progress payments. In either event, compensation shall not exceed any fixed, Vendor Lump Sum or Total proposed pricing within the Contractor's offer. All non-labor costs associated with administration, including but not limited to plan copies, courier, mailing data processing, forms, fax transmission, telephone calls, printing, office supplies, copying, are to be included with the pricing and hourly rates offer, otherwise they shall become the responsibility of the Contractor.
16. **INVOICING** The Contractor shall submit invoices, in duplicate, which shall include a detailed breakdown of all charges for that monthly period including employee names, date of services, itemized cost (hours and hourly rates) for service.

Invoices shall be based upon completion of tasks and deliverables and shall reference a City Purchase Order number. All such invoices will be paid promptly by the City of Rockville unless any items thereon are disputed in which event payment will be withheld pending verification of the amount claimed and the validity of the claim. The Vendor shall provide complete cooperation during any such investigation. All invoices shall be forwarded to the following address: City of Rockville, Attn: (Project Manager), 111 Maryland Avenue, Rockville, MD 20850.

17. **ELECTRONIC PAYMENT OPTION** The Vendor ACH Payment Program of the City allows payments to be deposited directly to a designated financial institution account. Funds will be deposited into the account of your choice automatically and on time. All transactions are conducted in a secure environment. The program is totally free as part of the Finance Department's efforts to improve customer services. Program information and registration can be viewed at the following web address: <http://www.rockvillemd.gov/business/payment>
18. **PAYMENT TO SUBCONTRACTOR** Within seven days after receipt of amounts paid by the City for work performed by a subcontractor under this contract, the Contractor shall either: Pay the Subcontractor for the proportionate share of the total payment received from the City of Rockville attributable to the work performed by the Subcontractor under this

RECREATION AND PARKS REGISTRATION SOFTWARE

contract; or Notify the City of Rockville and Subcontractor, in writing, of his/her intention to withhold all or a part of the Subcontractor's payment and the reason for non-payment.

19. **PERSONNEL** Principal or key personnel included in the proposal may not be substituted without written approval of the City of Rockville. Replacements for key personnel under the contract must have equivalent professional qualifications and experience as those individuals listed in the proposal. The Consultant must submit written professional qualifications and experience for approval within ten working days prior to replacement for City review and approval or rejection.
20. **PRICE ADJUSTMENTS (CPI)** Unless otherwise stated in the bid document, rates quoted are to be Vendor for two (2) years after award of a contract. These rates will apply to additional work, change orders and contract modifications. A request for price adjustment after the 2-year period is subject to approval or rejection by the Purchasing Agent. The Consultant shall submit to the Purchasing Agent sufficient justification to support the Consultant's request. A request for price adjustment may not be approved which exceeds the amount of the annual percentage change of the Consumer Price Index (CPI) for the twelve-month period immediately prior to the date of the request.
21. **INTERPRETATION** Any questions concerning general instruction and specifications shall be directed in writing to the Purchasing Office. The submission of a bid shall be prima facie evidence that bidder thoroughly understands the terms of the specification. The Contractor shall take no advantage of any error or omission in the specifications.
22. **DELIVERY** All time limits stated in the contract documents are of the essence. The Contractor shall expedite the work and achieve substantial completion within the contract time. If time limits are not specified, state the number of days required to make delivery/completion in the space provided. Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor, notwithstanding that such materials/workmanship have been previously overlooked and accepted.
23. **DELAYS/EXTENSION OF TIME** If the Contractor is delayed in the delivery of the supplies, equipment or services by any act or neglect of the City or by a separate Contractor employed by the City, or by any changes, strikes, lockouts, fires, unusual delays in transportation or delay authorized by the City, the City shall review the cause of such delay and shall make an extension if warranted.

All claims for extensions must be a written notice sent to the Purchasing Agent within ten (10) calendar days after the date when such alleged cause for extension of time occurred. All such claims shall state specifically the amount of the delay the Contractor believes to have suffered. If statement is not received within the prescribed time the claim shall be forfeited and invalidated.
24. **TERMINATION FOR DEFAULT** The contract may be cancelled or annulled by the City in whole or in part by written notice of default to the Contractor upon nonperformance or violation of contract terms and an award may be made to second ranked Bidder, or, the work may be purchased on the open market similar to those so terminated. In either event, the defaulting Contractor (or his surety) shall be liable to the City for costs to the City in excess of the defaulted contract prices.
25. **TERMINATION FOR CONVENIENCE** The performance of work or services under this contract may be terminated in whole or part, upon five (5) calendar day's written notice when the City determines that such termination is in its best interest. The City shall be liable only for those accepted goods and/or services furnished prior to the effective date of such termination.
26. **ABANDONMENT, DISSOLUTION AND RESTRUCTING.** A Contractor who abandons or defaults the work on this contract and causes this contract to be re-bid will not be considered in future bids for the same type of work unless the scope of the work is significantly changed. Written notification of changes to company name, address, telephone number, etc. shall be provided to the City Of Rockville as soon as possible but not later than thirty (30) days from date of change.
27. **CHANGES** The City, without invalidating the contract, may order written changes in the scope of work consisting of additions, deletions or modification with the contract sum and time being adjusted accordingly. All such changes shall be made in writing by the Purchasing Agent.

Costs shall be limited to the following: cost of materials, cost of labor and additional costs of supervision and field office personnel directly attributable to the change.

The cost or credit to the City from a change in the scope of work shall be determined by mutual agreement. The Contractor shall do all work that may be required to complete the work contemplated at the unit prices or lump sum to be agreed upon.

No alterations or variables in the terms of the contract shall be valid or binding upon the City unless made in writing and signed by the City .

- 28. EXTRA COSTS** If the Contractor claims that any instructions by drawings or otherwise involve extra cost or extension of time, a written request must be submitted to the Project Manager within ten (10) calendar days after receipt of such instructions and before proceeding to execute the work, stating in detail the basis for objection. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the specifications and/or drawings shall be reported to the City and work shall not proceed, until written instruction has been received by the Contractor from the City. On drawings the figured dimensions shall govern in the case of discrepancy between the scales and figures.

Anything shown on applicable plans and not mentioned in the specifications or mentioned in the specifications and not shown on the plans have the same effect as if shown or mentioned respectively on both.

- 29. GUARANTEE** All guarantees and warranties required shall be furnished by the Contractor and shall be delivered to the Project Manager before final payment is made.

The Contractor guarantees that the items conform to the design and specifications and to drawings, samples or other descriptions referred to in this document. The Contractor further guarantees the items will be free from defects in materials and workmanship, latent or patent and are suitable for the intended purpose as far as the Contractor knows or has reason to know. The guarantee contained herein shall remain in full force and effect for a minimum of one year after initial delivery to the City unless another effective period is specified.

- 30. DEFECTIVE SUPPLIES/SERVICE** Defective or unsuitable materials or workmanship shall be rejected and shall be made good by the Contractor. Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all its effort and other services furnished by Contractor under the Agreement. Without additional compensation, Contractor shall correct or revise any errors, omissions, or other deficiencies in all products of its efforts and other services provided. This shall include resolving any deficiencies arising out of the acts or omissions of Contractor found during or after the course of the services performed by or for Contractor under this Agreement, regardless of City having knowledge of or condoning/accepting the products or the services. Correction of such deficiencies shall be at no cost to City.

- 31. LEGAL REQUIREMENTS** All materials, equipment, supplies and services shall conform to applicable Federal, State County and City laws, statutes, rules and regulations. The Contractor shall observe and comply with all Federal, State, County and City laws, statutes, rules and regulations that affect the work to be done. The provisions of this contract shall be governed by the laws of the State of Maryland.

- 32. SUBCONTRACTING** When allowed, bidders who intend to subcontract any portion of the work including delivery, installation or maintenance will submit to the City prior to the start of work: 1) a description of the items to be subcontracted, 2) all subcontractor names, addresses and telephone numbers and 3) the nature and extent of the work utilized during the life of the contract.

This does not relieve the Contractor from the prime responsibility of full and complete performance under the contract. There shall be no contractual relationship between the City and any subcontractor.

- 33. RESERVATIONS** The City reserves the right to add or delete any item(s) from the bid in whole or in part at the City's discretion without affecting the bid prices for any item or remaining work. Unit prices submitted in the bid shall not be increased or decreased regardless of changes in quantity.

The City may waive minor differences in specifications in bids provided these differences do not violate the specifications' intent nor materially affect the operation for which the items are being purchased.

- 34. AUTHORITY OF THE CITY MANAGER IN DISPUTES** Except as may otherwise be provided by the final agreement, any dispute concerning a question of fact arising under the agreement signed by the City and the Contractor which is not disposed of by the final agreement shall be decided by the City Manager who shall notify the Contractor in writing of his determination. The Contractor shall be afforded the opportunity to be heard and offer evidence in support of the claim. Pending final decision of the dispute herein, the Contractor shall proceed diligently with performance under the agreement signed by the City and the Contractor. The decision of the City Manager shall be final and conclusive unless an appeal is taken pursuant to City Purchasing Ordinance.

- 35. INDEMNIFICATION OF THE COUNCIL** The Contractor shall indemnify and save harmless the Mayor and Council from all suits, actions and damages or costs, of every name and description to which the Mayor and Council may be

RECREATION AND PARKS REGISTRATION SOFTWARE

subjected or put by reason of injury to persons or property as a result of the work, whether caused by negligence or carelessness on part of the Contractor, or subcontractors or agents of the Contractor.

36. **NO LIMITATION OF LIABILITY** The mention of any specific duty or liability of the Contractor in any part of the specification shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor.
37. **PROPRIETARY INFORMATION** The City agrees, to the extent permitted by law, to hold all material and information belonging to the offeror, which it deems to be confidential, in strictest confidence. The Contractor agrees to hold all material and information belonging to the City or the City's agents in strictest confidence and not to make use thereof other than for the performance of contractual obligations, to release it only to employees requiring such information. Reasonable precautions will be exercised for the protection of any proprietary data included in the proposal.
38. **RELEASE OF INFORMATION** During the term of the final agreement, the successful Contractor shall not release any information related to the services or the performance of the services under the agreement nor publish any final reports or documents without the prior written approval of the City.
39. **PATENTS AND ROYALTIES** Whenever any article, material, appliance, process composition, means or things called for by these specifications is covered by Letter of Patent, the successful bidder must secure, before using or employing such materials, the assent in writing of the owner or licensee of such letters of patent, and file the same with the City.

The Contractor will defend, at its own expense, and will pay the cost and damages awarded in any action brought against the City based on any allegation that the items provided by the Contractor infringe on a patent and copyright license or trade secret. In the event that an injunction shall be obtained against the City's use of items by reason of infringement of any patent, copyright, license or trade secret, the Contractor will, at its expense, procure for the City the right to continue using the items, replace or modify the same so that it becomes non-infringing.

40. **MISCELLANEOUS PROVISIONS** The City and the Contractor each bind themselves, their partners, successors, assign and legal representatives of such other parties in respect to all covenants, agreements, and obligations contained in the contract document. Neither party to the contract shall assign the contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due hereunder without the previous written consent of the City. Written notice shall be deemed to have been duly served if delivered in person to the individual or member of the Vendor or to any officer of the corporation for whom it was intended if delivered or sent by registered or certified mail to the last known address.

Duties and obligations imposed by the contract documents and the rights and remedies available thereunder shall be in addition to and not a limitation of the duties, obligations, rights and remedies otherwise imposed or available by law, unless so indicated.

41. **ETHICS REQUIREMENTS** In accordance with the City's financial disclosure and ethical conduct policy and/or ordinances a prerequisite for payment pursuant to the terms of this contract is that the Contractor may be required to furnish explicit statements, under oath, that the City Manager, and/or any other officer, agent, and/or employee of the City, and any member of the governing body of the City of Rockville or any member or employee of a Commission, Board, or Corporation controlled or appointed by the City Council, Rockville, Maryland has not received or has not been promised directly or indirectly any financial benefit by way of fee, commission, finder's fee, or in any other manner, remuneration arising from directly or indirectly related to this contract, and that upon request by the City Manager, or other authorized agent, as a prerequisite to payment pursuant to the terms of this contract, the Contractor will furnish to the Mayor and Council of the City of Rockville, under oath, answers to any interrogatories to a possible conflict of interest has herein embodied.
42. **BROKERING** The Contractor warrants that only an established commercial or selling agency maintained by the Contractor for the purpose of securing business may be retained to solicit or secure this contract. Any brokerage arrangements must be disclosed in the proposal. For violation of this warranty, the City shall have the right to terminate or suspend this contract without liability to the City.
43. **EQUAL EMPLOYMENT OPPORTUNITY** The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, or disability. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, sex, national origin, or disability. Such action shall include but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment, layoff or termination; rates of pay or other form of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices (provided by the City) setting forth the provisions of this nondiscrimination clause.

If the Contractor fails to comply with non-discrimination clauses of this contract or fails to include such contract provisions in all subcontracts, this contract may be declared void AB INITIO, cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further contracts with the City of Rockville.

Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to the City Manager who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor will permit access to the Contractor's books, records and accounts. If the City Manager concludes that the Contractor has failed to comply with nondiscrimination clauses, the remedies set out above may be invoked.

44. **LANGUAGE** If applicable, the Contractor shall appoint one or more crew members or supervisors to act as liaison with the City and emergency service personnel. All liaisons shall be fluently bilingual in English and the Contractor's employees' language(s), and at least one liaison shall be present at each work site at all times when any of the Contractor's employees or agents are at the site.
45. **IMMIGRATION REFORM AND CONTROL ACT** The Contractor awarded a contract pursuant to this bid shall warrant that it does not and shall not hire, recruit or refer for a fee, for employment under the contract, an alien knowing the alien is an unauthorized alien and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 (the Act), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the City that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.
46. **ASSIGNMENT** Neither this contract nor any interest therein nor claim thereunder shall be assigned or transferred by the Contractor except as expressly authorized in writing by the City.
47. **EXCLUSION** As part of the contract, the offeror must warrant that it will not engage in providing consulting or other services to any private entity regarding any property within the study area during the term of the project. This requirement is intended to avoid the appearance of any conflict of interest that may arise. This exclusion also applies to all subcontractors.
48. **OWNERSHIP OF DOCUMENTS** Any and all deliverables, including but not limited to reports, specifications, blueprints, plans, negatives, electronic files and documents, as well as, any other documents prepared by the Contractor in the performance of its obligations under the resulting contract shall be the exclusive property of the City. The Contractor shall not use, willingly allow, or cause such materials to be used for any purpose other than performance of all Contractors' obligations under the resulting contract without the prior written consent of City. Documents and materials developed by the Contractor under the resulting contract shall be the property of City of Rockville; however, the Contractor may retain file copies, which cannot be used without prior written consent of the City. The City agrees that the Contractor shall not be liable for any damage, loss, or injury resulting from the future use of the provided documents for other than the project specified, when the Contractor is not the Vendor of record.

ATTACHMENT G

INSURANCE REQUIREMENTS REV2 (09/08)

Prior to the execution of the contract by the City, the Vendor must obtain at their own cost and expense and keep in force and effect during the term of the contract including all extensions, the following insurance with an insurance company/companies licensed to do business in the State of Maryland evidenced by a certificate of insurance and/or copies of the insurance policies. The Vendor's insurance shall be primary.

The Vendor must submit to the Purchasing Division, 111 Maryland Avenue, Rockville, MD 20850 a certificate of insurance prior to the start of any work. In no event may the insurance coverage be less than shown below.

Unless otherwise described in this contract the successful contractor and subcontractors will be required to maintain for the life of the contract and to furnish the City evidence of insurance as follows:

MANDATORY REQUIREMENTS FOR INSURANCE

Vendor's insurance coverage shall be primary insurance as respects the City, its elected and appointed officials, officers, consultants, agents and employees and any insurance or self-insurance maintained by the City, shall be excess of the Vendor's insurance and shall not be called upon to contribute with it.

Type of Insurance	Amounts of Insurance	Endorsements and Provisions
2. Workers' Compensation 2. Employers' Liability	Bodily Injury by Accident: \$100,000 each accident Bodily Injury by Disease: \$500,000 policy limits Bodily Injury by Disease: \$100,000 each employee	Waiver of Subrogation: WC 00 03 13 Waiver of Our Rights to Recover From Others Endorsement – signed and dated.
7. Commercial General Liability h. Bodily Injury i. Property Damage j. Contractual Liability k. Premise/Operations l. Independent Contractors m. Products/Completed Operations n. Personal Injury	Each Occurrence: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. CG 20 37 07 04 and CG 20 10 07 04 forms to be both signed and dated.
8. Automobile Liability a. All Owned Autos b. Hired Autos c. Non-Owned Autos	Combined Single Limit for Bodily Injury and Property Damage - (each accident): \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage. Form CA20 48 02 99 form to be both signed and dated.
9. Excess/Umbrella Liability	Each Occurrence/Aggregate: \$1,000,000	City to be listed as additional insured and provided 30 day notice of cancellation or material change in coverage.
10. Professional Liability	Each Occurrence/Aggregate: \$1,000,000	

Alternative and/or additional insurance requirements, when outlined under the special provisions of this contract, shall take precedence over the above requirements in part or in full as described therein.

POLICY CANCELLATION

No change, cancellation or non-renewed shall be made in any insurance coverage without a thirty (30) day written notice to the City Purchasing Division. The Vendor shall furnish a new certificate prior to any change or cancellation date. The failure of the Vendor to deliver a new and valid certificate will result in suspension of all payments and cessation of on-site work activities until a new certificate is furnished.

ADDITIONAL INSURED

The Mayor and Council of Rockville, which includes its elected and appointed officials, officers, consultants, agents and employees must be named as an additional insured on the Vendor's Commercial and Excess/Umbrella Insurance for liability arising out of Vendor's products, goods, and services provided under this contract. Additionally, The Mayor and Council of Rockville must be named as additional insured on the Vendor's Automobile and General Liability Policies. Endorsements reflecting the Mayor and Council of Rockville as an additional insured are required to be submitted with the insurance certificate.

SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing work. In addition, Vendor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

CERTIFICATE HOLDER

The Mayor and Council of Rockville

(Contract #, title)

City Hall

111 Maryland Avenue

Rockville, MD 20850